

## RFP for selection of In-House e-Content Design and Development Agency



### **REQUEST FOR PROPOSAL (RFP) FOR**

**Selection of an In-House e-Content Design and Development Agency for Online Capacity Building Programme on Cyber Law, Cybercrime Investigation and Digital Forensics through Learning Management System (LMS)**

**RFP No:** N-21/29/2020-NeGD-MeitY

**Dated :** 2-12-2020

## RFP for selection of In-House e-Content Design and Development Agency

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### 1 RFP Particulars

S. No.	Particular	Details
1.	Start date of issuance of RFP document	2-12-2020
2.	Last date for Submission of Queries	9-12-2020
3.	Pre-Bid Conference	16-12-2020
4.	Issue of Corrigendum	22-12-2020
5.	Last date and time for RFP Submission	17:00 Hrs,26-12-2020
6.	Date and time for opening of Prequalification envelopes	15:00 Hrs,30-12-2020
7.	Date and time for opening of Technical bids	17:00 Hrs,30-12-2020
8.	Date and time for opening of Commercial bids	15:00 Hrs,09-01-2021

*Note: In case of any holiday falling on any of the above dates, the next working day to the holiday will be the effective date for the particular.*

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### 2 Fact Sheet

S. No.	Topic
1	The method of selection is: <b>Quality and Cost Based Selection (QCBS)</b>
2	Earnest Money Deposit of amount Rupees Five Lakhs only by a Demand Draft drawn on Nationalized/Scheduled Bank only or in the form of Fixed Deposit Receipt (valid for one year) in name of Digital India Corporation – NeGD, payable at New Delhi. EMD may also be given in the form of Bank Guarantee valid for the period of one year mentioning all the Terms and Conditions of forfeitures in this Bank Guarantee. OR Bank Guarantee as per format mentioned in Annexure 2: Form 2
3	Procurement is for deliverables and services linked to Capacity Building
4	Proposals should be submitted in the following language(s): English
5	A team of In house e-Content Design and Development Agency is to be hired for development of minimum hundred (100) hours of e-Content (including contents of all 4 levels)
6	The Nodal Agency/Department/PRSG(Project Review Steering Group)will decide upon further increase or decrease of the Scope of Work subject to the terms & conditions of the agreement
7	Taxes: As applicable
8	<b>Venue for Pre-bid Conference/ Online through Video Conferencing:</b> National e-Governance Division (NeGD) 4 <sup>th</sup> Floor, Electronics Niketan, Ministry of Electronics and Information Technology (MeitY) 6, CGO Complex, New Delhi
9	Proposals will remain valid up to 180 <i>days</i> after the last date of submission of bid (including extensions, if any)
10	Bidders must submit proposals as per section 5.1.4.4( <b>Physical bid Submission</b> )
11	The proposal submission address is Mr. Vinay Thakur COO & Director (CB), National e-Governance Division (NeGD) Electronics Niketan, Ministry of Electronics and Information Technology (MeitY) 6, CGO Complex, New Delhi Phone :+91-11-24303700 Email: <a href="mailto:vinay@nic.in">vinay@nic.in</a>
12	Proposals must be submitted no later than the following date and time: 17:00Hrs 26-12-2020
13	The tender document can be downloaded from <a href="https://negd.gov.in/">https://negd.gov.in/</a>

### 3 Background Information

#### 3.1 Basic Information

- a) NeGD invites responses ('Proposals') to this Request for Proposal ('RFP') from Content Agencies ('Bidders') for the provision of the content creation services as described in this RFP's 'Scope of Work'.
- b) Any contract that may result from this public procurement competition will be issued for a term of 12months ("the Term").
- c) NeGD reserves the right to extend the Term for period of up to next Twelve (12) months on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet at S. No 12. Proposals received later than the given date WILL NOT be considered in this public procurement competition.
- e) Technically Qualified bidders as per this RFP will be Empanelled for future works in E-content Design and Development

#### 3.2 Project Information

This section of the RFP describes in brief the outcomes and expectations of NeGD from the project as a whole:

- The project will offer '**Online PG Diploma in Cyber Law, Crime Investigation & Digital Forensics**' in a phased manner to 1000 officials of State police cyber cells, Prosecutors and Judiciaries using the existing LMS of NeGD in collaboration with the National Law Institute University (NLIU), Bhopal. Duration of the Diploma will be of 9 months.
- The main LMS features will comprise conducting training needs assessment, scheduling trainings, monitoring progress of various courses, forums for discussion, e-content by experts, online assessment, self-tracking, video conferences etc.
- The Cyber Forensic lab will be setup for hands on training which will be well equipped with all the software and tools required.
- The resource persons will be experts from Industry especially from the cyber security and crime domain and prominent legal practitioners.

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- Following **will be the expected outcomes**

- I. System for an online blended training with an Online PG Diploma in Cyber Law, Crime Investigation & Digital Forensics through LMS<sup>1</sup>
- II. E-Learning modules, minimum of 100 hrs will be created for further training by any Government Organization to train their officers.
- III. A lab with tools like audio/video forensics, e-Discovery, computer forensics, mobile forensics, network forensics, social media discovery forensics and IP, Email Investigation/investigator. The Lab will be established at National Law University, Delhi.
- IV. 1000 participants will be enrolled to PG Diploma in Cyber Law, Crime Investigation & Digital Forensics.
- V. Manpower to be trained
  - i. Level of trainees: All levels - Police Officials, Staff in State cyber cells, Prosecutors and Judicial Officers
  - ii. Train total of 1000 Police Officials, Staff in State cyber cells, Prosecutors and Judicial Officers in pilot phase. After the pilot phase, based on the feedback and impact assessment, the Programme may be continued.

- **Desired skills for the outcome**

The overall skills required for implementation of the project and achieve the expected outcomes are outlined as below:

- I. Cybercrime Laws and Cybercrime Investigations
- II. Digital Forensics
- III. Project Management
- IV. Learning Management System
- V. Knowledge Management System
- VI. E-Content Development and Management

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<sup>1</sup> Learning Management System (LMS) has already been operationalized by National e Governance Division (NeGD)

## **4 Eligibility Criteria**

### **4.1 General Eligibility**

- a) The RFP can be responded by Content Creator Agencies, eLearning Content creators, Content Providing Agencies etc. categories of organizations which can be government, semi-government and private organizations with at least three years of experience in the aforementioned categories.
- b) Details of the eligibility criteria for bidders are mentioned in the Pre-Qualification Criteria clause in Section 6.1.2: Pre-Qualification Criteria.

### **Preference for bidders under “Make in India” Policy, Govt. of India**

As per instructions contained in the order’s No. P-45021/2/2017-B.E.-II dated 15th June 2017 circulated/issued by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi in pursuance of provision of Rule 153(iii) of General Financial Rule 2017, to encourage “Make in India” and promote manufacturing and production of goods and services in India, preference will be given to local supplier/bidder meeting the criteria prescribed in the above said order. All the instructions mentioned therein will be adhered. No representation/ request of any firm (s) against the decision taken by the Dep’t. in pursuance of these orders/instructions will be entertained at any stage on any ground whatsoever it is.

All orders, Policies, Exemptions and Notifications issued on time to time basis will be adhered for DPIIT recognized Startups.

## **5 Instructions to the Bidders**

### **5.1.1 General**

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the e-Content creation & design support required. Bidders and recipients of this RFP may consult their own legal advisers in relation to this or the subject matter thereof.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NeGD on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NeGD. Any notification of preferred bidder status by NeGD shall not give rise to any enforceable rights by the Bidder. NeGD may cancel this public procurement at any time prior to a formal written contract being executed.

### **5.1.2 Compliant Proposals / Completeness of Response**

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this RFP may render the Proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

### **5.1.3 Pre-Bid Clarifications**

#### **5.1.3.1 Bidders Queries**

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to email [cytrain.setu@digitalindia.gov.in](mailto:cytrain.setu@digitalindia.gov.in) on or before 5:00 PM, 09-12-2020

- a. The queries should necessarily be submitted in the following format in Excel:



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S. No.	RFP Document Page No.	Reference(s) Section No.	Section Name	Statements per RFP document	Query by bidder
1.					
2.					
3.					
4.					
5.					
6.					

- b. Bidders must adhere to the above template while submitting their queries.
- c. Any requests for clarifications post the indicated date and time may not be entertained.

### **5.1.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

- a. The Nodal Officer notified by NeGD will endeavor to provide timely response to all queries. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NeGD may, at its discretion, extend the last date for the submission of Proposals.
- f. Contact detail of the nodal officer is as given below.

Shri NJP Shilohu Rao,

Chief Investigator – Online Capacity Building Programme in Cyber Law, Cybercrime Investigation and Digital Forensics,

General Manager & Legal Officer,

Ministry of Electronics & IT || 4th Floor || Electronics Niketan 6,CGO Complex || Lodhi Road, New Delhi: 110003.

Phone No: +91-11-2430-3785, +91-11-2430-1201 | email: cytrain.setu@digitalindia.gov.in

#### **5.1.4 Key Requirements of the Bid**

##### **5.1.4.1 Right to Terminate the Process**

- a. NeGD may terminate the RFP process at any time and without assigning any reason. NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by NeGD. The bidder's participation in this process may result NeGD selecting the bidder to engage towards execution of the contract.

##### **5.1.4.2 Publication of RFP Document**

- a. RFP document will be published on the following websites:
  - <https://negd.gov.in/>
  - CPP portal(Central Public Procurement Portal)
  - <https://www.nliu.ac.in/>

##### **5.1.4.3 Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Bids, EMD of Rs. 5,00,000/- (Rupees Five Lakhs) only, in the form of a Demand Draft or Bank Guarantee (in the format specified in Annexure2: Form 1) issued by any nationalized bank in name of Digital India Corporation – NeGD, payable at New Delhi, and should be valid for 12 months from the last date of submission of RFP. In case of any extension in the last date of submission of RFP, the validity of EMDs submitted by bidders also needs to be extended accordingly.
- b. EMD of all unsuccessful bidders would be refunded by NeGD within 90 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of selected bidder would be returned without any accrued interest on it, upon submission of Performance Bank Guarantee as per the format provided in Annexure 3: Form 3.
- c. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- d. The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity or if the bidder is non-responsive during the further bid process
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

##### **5.1.4.4 Submission of Proposals**

- a. The bidders should submit their responses as per the format given in this RFP in the following manner

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- A. **Pre-Qualification Proposal** - (1 Original + 1 Copy + 1 Pen drive) in first envelope
- B. **Technical Proposal** - (1 Original + 1 Copy + 1 Pen drive) in second envelope
- C. **Commercial Proposal** - (1 Original) in third envelope

- b. The response to Pre-Qualification Proposal, Technical Proposal and Commercial Proposal (as mentioned above) should be covered in separate sealed envelopes super scribing, '**Pre-Qualification Proposal**', '**Technical Proposal**' and '**Commercial Proposal**' respectively. Each copy of each bid should also be marked as '**Original**' OR '**Copy**' as the case may be.
- c. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single larger sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who is authorized to sign the bid.
- i. In case of any discrepancy observed by NeGD in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by bidders in respective pen drives is identical to that submitted in the original paper bid document. In case of any discrepancy observed by NeGD in the contents of the pen drives and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

### **5.1.4.5 Authentication of Bids**

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

### **5.1.5 Preparation and submission of Proposal**

#### **5.1.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NeGD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **5.1.5.2 Language**

The tender should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

#### **5.1.5.3 Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to NeGD at the address specified below:

<b>Addressed To</b>	Mr. Vinay Thakur
<b>Designation</b>	COO & Director (CB), National e-Governance Division (NeGD)
<b>Address</b>	Electronics Niketan, Ministry of Electronics Information Technology (MeitY) 6, CGO Complex, New Delhi Phone
<b>Telephone</b>	+91-11-24303700
<b>Email id</b>	<a href="mailto:vinay@nic.in">vinay@nic.in</a>
<b>Last Date &amp; Time of Submission</b>	26-12-2020 before 17:00 HRS

#### **5.1.5.4 Late Bids**

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

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- c. NeGD shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. NeGD reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

### **5.1.6 Evaluation Process**

- a. NeGD& partnered law universities will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b. The Tender Evaluation Committee constituted by the NeGD shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Any Bidder's inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **5.1.6.1 Tender Opening**

The submitted tenders will be opened as per factsheet GM (Capacity Building) or any other officer authorized by NeGD, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

#### **5.1.6.2 Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

**5.1.6.3 Tender Evaluation**

- I. Initially scrutiny of all the bids will be done in respect of submission of key documents and Annexure 1 of this RFP, and accordingly bid will be treated as responsive/non-responsive. Following may lead to declare a proposal non-responsive:
  - If a proposal is not submitted as specified in the RFP document
  - If it is received without the Letter of Authorization (Power of Attorney)
  - If it is found with suppression of details
  - If it is submitted with conditional and partial offers
  - If it is submitted without the documents requested in the checklist
  - If it has non-compliance of any of the clauses stipulated in the RFP
  - If it is with lesser validity of bid or EMD
- II. All responsive Bids will be considered for further processing as mentioned below  
NeGD will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## **6 Criteria for Evaluation**

### **6.1.1 Objective**

The overall objective of this evaluation process is to select the capable and qualified e-Content vendor for designing and developing a minimum of hundred (100) hours of e-Content for this project.

### **6.1.2 Pre-Qualification Criteria**

First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for technical evaluation.

Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will be returned without opening only on the request of such Bidders.

<b>S. No.</b>	<b>Topic</b>	<b>Pre-Qualification Criteria</b>	<b>Documents to be submitted</b>
1	Legal Entity	The Bidder should be legal entity registered in India. The firm should possess and furnish proof of Certificate of Registration / Incorporation. /	Copy of Certificate of Registration/ Incorporation Copy of PAN Copy of Tax Registration (Refer format provided at Annexure 1: Form 2)
2	Financial Standing	The Bidder should have average annual revenue turnover of minimum Rs. 5 Crores from e-content development for e-learning or equivalent business for each of the last three financial years (FY 2017-18, 2018-19 & FY 2019-20). In case, the financial accounts of year 2019-20 are not audited, then bidder must declare that and submit the provisional statements signed by statutory auditor.	Certificate from statutory auditor citing the revenue/ turnover from e-content development for e-learning or equivalent business for each of the last three financial years (Refer format provided at Annexure 1: Form 4)
		The Bidder should be an agency operating in the field of e-content development for e-learning or equivalent business in India at least for the last three financial years excluding the current financial year.	Article of Association of the bidder organization Or Certificate from statutory auditor Or Work Order/ Copy of contract for e-content development for e-learning or equivalent projects (format provided at Annexure

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S. No.	Topic	Pre-Qualification Criteria	Documents to be submitted
			1: Form 5)
3	Business Operations	<p>The Bidder must have at least 20 Professionals on its Payroll as on date of submission of bids with capability in e-content development for e-learning or equivalent</p> <p>Projects of similar nature of e-content development for e-learning in last 3 years  <b>At-least 1 project with cost &gt;= 80 Lakhs</b>  <b>OR</b>  <b>At-least 2 projects with cost &gt;= 50 and &lt; 80 Lakhs</b>  <b>OR</b>  <b>At-least 3 projects with cost &gt;= 40 and &lt; 50 Lakhs</b>                      In case of on-going projects, bidder must have achieved the milestone or completed the phase for delivering e-Content</p>	<p>Certificate from HR/ Talent Head                      (Refer format provided at Annexure 1: Form 6)</p> <p>Work Order + Completion Certificates from the client;                      OR                      Work Order + Certificate of Completion (Certified by the Statutory Auditor);                      OR                      Work Order + Phase Completion Certificate from the client</p>
4	Similar Project Experience	The Bidder must not have been blacklisted/ debarred/ suspended/banned by any Ministry/ Department of State or Central Governments/PSUs in last 3 years.	Self-certified letter attested by the authorized signatory (Refer format provided at Annexure 1: Form 7)
5	Debarment	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs in last 3 years.	Self- certified letter attested by the authorized signatory. (Refer format provided at Annexure 1: Form 7)

### 6.1.3 Technical Qualification Criteria

The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70 marks in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.

The Objective of the Technical Bid Evaluation is to shortlist Bidders who have the technical expertise/skills that are essential to establish/ implement this project activity as envisaged. The bidders will be responsible for providing all necessary supporting documents along with the bid to establish the compliance of bidder against the specified evaluation criteria.



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The Technical Bids shall be evaluated by the Tender Evaluation Committee assessing each Bidder's ability to satisfy the requirements set forth in the RFP Document. The Tender Evaluation Committee will evaluate the Technical Proposals by taking into account factors and criteria mentioned below. The information furnished by the Bidders in the Technical Bid shall be the basis for this evaluation.

Each of the Technical Bids shall be evaluated on a score of hundred (100) points. An Evaluation Score (ES) shall be assigned to each Prospective Bidder on the basis of the Technical Bid submitted. The Technical Evaluation Score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria.

S. No.	Criteria	Documents to be submitted	Max. Marks	Scoring Criteria	Marks
1.	No. of years the bidder has been in the field of e-Learning, e-Content creation, delivery and management	Certificate of Registration of Legal Entity and Self Attested Experience Certificate(Refer Form 6)	10 Marks	3to 5years	5
				>5 to 7years	7
				>7 years	10
2.	No. of projects in e-Learning-content creation projects with augmented reality/virtual reality	Copy of Work Oder/ contract + Client letter for satisfactory completion of project or phase completed in ongoing project	10 Marks	1project	5
				2projects	7
				> 2 projects	10
3.	Duration of e-Learning Content created, designed& developed in the last three years	Copy of Work Oder/ contract + Client letter for satisfactory completion of project or phase completed in ongoing project	10 Marks	50-100 hours	3
				101-200 hours	5
				201-500 hours	7
				>500 hours	10
4.	No. of e-Learning, e-Content development or equivalent projects in area of cyber-crime, Cyber Law, Cyber Security law enforcement, Crime Investigation or Similar Domains	Copy of Work Oder/ contract + client letter for satisfactory completion or phase completed in ongoing project	10 Marks	1 projects	5
				2 projects	7
				>2 projects	10
5.	Sample content of 1 hour in Pen Drive (Preferably developed on Cybercrime Investigations/ Digital Forensics or Information Security or e-Governance)	Award of marks by Evaluation Committee	20 Marks		
6.	<u>Proposed Approach</u>	Relevant documentation	20	Poor	3

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S. No.	Criteria	Documents to be submitted	Max. Marks	Scoring Criteria	Marks
	<u>&amp;Methodology:</u> Demonstration of understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation: i) Clarity and depth of understanding of the project's objectives, scope and requirements. ii) Fitment to the functional and technical requirements specified in the scope of work. iii) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of NeGD's scope of work. iv) Risks identification and proposed mitigation plan. v) e-Content creation and delivery plan.	Covering proposed approach and methodology	Marks	Average Good V.Good Excellent	6 10 14 20
7.	Proposed Project team to be deployed	CVs of proposed team (refer format provided at Annexure 2: Form 4) Allocation of marks will be average score of all resources. The score on each resource will be calculated as per the formula given below. $\text{Level Weightage} * \text{relevant experience in years.}$  <b>Team Hierarchical Level Weightage (Indicative):</b> Project Manager: 5(Minimum 1 Resource) Instruction Designer: 4(Minimum 2 Resource )	20 Marks	Refer section 10.5 and Form IV of Annexure 2	

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S. No.	Criteria	Documents to be submitted	Max. Marks	Scoring Criteria	Marks
		Developer/Programmer: 3(Minimum 2 Resource ) Voiceover Artist(Min 1 Resource) Video Editor and others: 2(Minimum 2 Resource )  <b>Relevant experience marks:</b> >=1 year and <2 -> 5 >=2 years and <3 ->10 >=3 years and <4 -> 15 >=4 years ->20			
	<b>Total</b>		<b>100 Marks</b>		

**Note:** If any of the criteria information is not deducible from the submitted documents, marks will not be award in those criteria, though Tender Evaluation Committee can ask for clarifications on their discretion.

### 6.1.4 Commercial Bid Evaluation

- a. Bidders scoring at least 70 Marks in Technical Qualification Criteria will be technically qualified bidders.
- b. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of representatives of bidders.
- c. In order to evaluate the Commercial Bids, following formula shall be used for deriving total quote of the bid

Derived value of commercial bid = (0.4 of P + 0.3 of Q + 0.2of R + 0.1 of S)\* 100 hours

Where,

P= Per hour rate of development of e-Content Level 1

Q= Per hour rate of development of e-Content Level 2

R=Per hour rate of development of e-Content Level 3

S= Per hour rate of development of e-Content Level 4

- d. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

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- e. Abnormally low Financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India and for predatory pricing and abnormally low bids evaluations.
- f. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders who did not get disqualified on the basis of point d above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)

### **6.1.5 Combined and Final Evaluation**

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project. The overall score will be calculated as follows:-  
$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where  
B<sub>n</sub> = overall score of bidder  
T<sub>n</sub> = Technical score of the bidder (out of maximum of 100 marks)  
F<sub>n</sub> = Normalized financial score of the bidder
- c. In the event, the composite bid scores (B<sub>n</sub>) are 'tied', the bidder securing the highest technical score (T<sub>n</sub>) will be adjudicated as the Best Value Bidder for award of the Project.

## **7 Appointment of eContent Design and Development Agency**

### **7.1.1 Award Criteria**

NeGD will award the Contract to the Best Value Bidder, finalized as per the Section 6.1.5 mentioned above.

### **7.1.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

NeGD reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, 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 NeGD action.

### **7.1.3 Notification of Award**

Prior to the expiration of the validity period, NeGD will notify the successful bidder in writing or through email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NeGD may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NeGD will notify each unsuccessful bidder and return their EMD.

### **7.1.4 Contract Finalization and Award**

The NeGD shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

### **7.1.5 Signing of Contract**

After the NeGD notifies the successful bidder that its proposal has been accepted, NeGD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NeGD and the successful bidder.

### **7.1.6 Failure to agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NeGD may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion

In such a case, the NeGD shall invoke the PBG of the most responsive bidder.

## **8 Fraud and Corrupt Practices**

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NeGD shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited

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Practices”) in the Selection Process. In such an event, the NeGD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NeGD for, inter alia, time, cost and effort of the NeGD, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- b. Without prejudice to the rights of the NeGD under Clause above and the rights and remedies which the NeGD may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the NeGD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the NeGD during a period of 3 years from the date such Applicant or Consultant, as the case may be, is found by the NeGD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NeGD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NeGD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NeGD in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

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- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NeGD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 9 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NeGD shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NeGD for, *inter alia*, the time, cost and effort of the NeGD including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the NeGD hereunder or otherwise.
- b. The NeGD requires that the e-CDDA provides professional, objective, and impartial advice and at all times hold the NeGD’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The-CDDA shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NeGD.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
  - iv. There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the e-CDDA will depend on the circumstances of each case. While providing services to the NeGD

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for this particular assignment, thee-CDDA shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- v. A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NeGD in continuation of this Contractor to any subsequent services performed for the NeGD where the conflict of interest situation does not arise.
- e. In the event that the Bidders/ selected agency, its associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the NeGD as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NeGD shall, upon being notified by the selected agency under this Clause, decide whether it wishes to terminate this Contractor otherwise, and convey its decision to the selected agency within a period not exceeding 15 (fifteen) days.



## 10 Scope of Work

### 10.1 Summary of Scope of Work

This RFP aims to select an **‘e-Content Design and Development Agency’ (e-CDDA)** for creation of e-Content for providing training to officials like Police Officers, State Cyber Cells, Law Enforcement Agencies, Prosecutors and Judicial Officers with the requisite skills to deal with cyber forensic cases efficiently & effectively as per the Indian Cyber Law and other applicable Acts, while adopting global best practices, standards and guidelines using the digital transformation.

In addition to the creation of new e-Content, the e-CDDA team shall also be responsible for redesigning of the existing e-Content as per the requirements of NeGD. This process shall require revision and redesigning of existing content with Subject Matter Experts (SMEs). The bidder is required to provide the list of SMEs to NeGD and get it formally approved by the ‘Content Validation Committee’ of NeGD. Redesigning the existing content may be in respect of, but not limited only to, duration, content, levels, outcomes etc.

In order to execute this project, e-CDDA shall deploy a team of resources as mentioned in this RFP at NeGD office or any other designated office in New Delhi. The team will work under the supervision of the Chief Investigator of the Programme (i.e. GM, LMS Team, NeGD) and Law Universities partnered with NeGD and to produce a minimum of hundred (100) hours of e-Content as per the below guidelines. The e-CDDA shall create the required e-Content in the below form as per the requirement of the nodal agency /PRSG as assigned to them during the course of this project:

The E-learning Content should cover an effective blend of instructional design theories, intuitive graphics, engaging animations, interactive content and quizzes. The content files contains various media elements, which should include Graphics, 2D graphics, 2D Animation, Images, Audio, video, Illustration, Text and etc. The E-learning content should help the trainees in efficient learning, recreating and sustaining interest in topics found difficult and should also provide detailed coverage of topics by explaining through multimedia, animation and diagrams. The content should be designed to make it user friendly by using simple graphical user interfaces with ease of navigation in the courseware like, going forward, backward and navigation to topics through Menu etc. Other features of the E-learning content include Appendix, Book marking, Pause, Repeat Audio, Glossary, and Text on/off; Audio on/off etc. should be included.

The interactive way of training should be involved with scenarios, demonstration, evaluation and application of concepts/ principles learnt etc. Each module of the courseware should include tests / assessments to check the understanding of the trainee. All the interactions of trainee is captured and sent to Learning Management System (LMS) by the e-Content as feedback for assessment, betterment and necessary revision of content.

## **10.2 Detailed Scope of Work**

### **10.2.1 Content Identification**

- a) The e-CDDA shall submit details about Workforce deployment and Methodology to be adopted for execution of the project.
  - i. The e-CDDA Team shall gather project requirements through interactions with NeGD, Nodal Agency/PRSG and Law universities and study the existing courses and content/ e-Content already available.
  - ii. Classify the types of raw content (PPTs, Manuals, hard copy documents, word documents, videos etc.) provided
  - iii. Segregate the raw content provided by different stakeholders as per the defined classification.
  - iv. The bidder shall obtain approval from the nodal agency/PRSG on the above classification and segregation of raw content received.
- b) The e-CDDA team shall identify topics on which new e-Content is to be prepared and classify them into courses (minimum of 100 hours) and seek approval from the nodal agency/PRSG.
- c) The e-CDDA shall submit Project Plan for delivery of e-Content modules for 'Design and Development of e-Content' which will include plan for both redesigning of existing learning contents well as creation of new content. The new content creation should start from identifying learning objective and training need assessment.
- d) The above process of e-Content identification is not a one-time activity and may be carried out as and when required during the course of this programme as per the requirement by the nodal agency/PRSG.

### **10.2.2 Designing of e-Content**

The e-CDDA team shall be responsible for designing/redesigning of the existing content or e-Content as per requirements and in line with the defined course curriculum.

The e-CDDA team may be required to undertake following indicative activities during design of e-Content

- i. Development of story line: explain in short both textually and graphically
- ii. Test/evaluation the story line with concerned stakeholders
- iii. Development of script: include details of every component that is seen and heard
- iv. Test/evaluate the script with the with concerned stakeholders
- v. Develop graphics and animation

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- vi. Record, edit and sync the audio track with the video, animation and text
- vii. Develop screens and every navigation
- viii. Integrate all components into one lesson
- ix. Tests/evaluate the final product with concerned stakeholders
- x. The E-learning Content developed should be of SCROM (v1.2 and above)/AICC Compliance
- xi. E-learning Content development should be portable to the LMS
- xii. Enable JAVA Script and Cookies
- xiii. Use authoring tools such as: HTML5/XML etc.

Since the interactive lessons can be accessed through web, mobile or tab hence the content should be responsive and independent of platforms like operative systems, browsers and resolutions

This process shall require understanding, analyzing, structuring, creation, revision, designing and/or redesigning and verification of content with Subject Matter Experts (SMEs). Designing the content may be in respect of, but not limited only to, duration, content, levels, outcomes etc.

### 10.2.3 Workflow for creation of e-Content

An indicative workflow of the process of redesign of existing content is given for reference purpose only:

**Step I: Collection of data** – Collection of training data in the form of existing content like manuals, PPTs, pamphlets, booklets, training course modules, videos, video lectures etc.

**Step II: Analysis of data and understanding requirements along with Training Needs Assessment (TNA) if needed** - After collection, the e-CDDA team shall analyze the data and suggest the type of e-Content modifications for creation of content. This shall be as per the requirements outlined and approved by the nodal agency/PRSG. If required, the e-CDDA shall perform the basic Training Needs Assessment (TNA) which may be divided in the following steps:

- Identify and understand the goals of this initiative that need to be achieved.
- Determine the tasks and duties of the officials undergoing this online diploma
- Determine the training activities to be included in the e-Content that shall help the trainees to learn various skills

**Step III: Identification of content for development** – After analysis and understanding the requirements the content for design shall be identified.

#### **Step IV: Develop Learning Objectives**

Define Learning Objectives of the modules in line with performance objectives as outlined for online PG Diploma on Cyber Law, Cyber Crime Investigation and Digital Forensics. Learning

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objectives are a list of tasks/ activities the trainees must be able to do after the completion of training. The learning objectives shall adhere to the Knowledge, Skills and Attitudes (KSAs) as defined in courses.

### **Step V: Incorporation of necessary principles and technologies**

#### **Adult Learning Principles**

The design of new content shall be based on 'Adult Learning Principles' as per the 'Andragogy' method for trainings which are self-directed, autonomous adults. Adult learners are actively involved in the learning process by making choices relevant to their learning objectives. They utilize knowledge & life experiences for their learning. These qualities and such adult learning principles shall be considered while creating the new e-Content.

New e-Content shall be inclusive of Audio, Video, Audio-visual, eBooks, Multimedia, Games, etc. according to NeGD requirements.

#### **AR, VR & MR technologies**

Any subject can be converted into a VR environment where the learner goes through and gets to experience a simulated world. Virtual Reality (VR), Augmented Reality (AR) and Merged Reality (MR) are the future of immersive learning. NeGD wants the content developed should be as per the latest technologies.

**Virtual Reality:** It is a completely synthetic environment with no connection to the real world.

**Augmented Reality:** Real world is central to the user experience, with created environment enhancing it

**Merged Reality:** It involves an interaction of both real and virtual worlds.

**Step VI: Submission, Review, Feedback and Approval of Content** – The e-CDDA team shall follow the below mentioned steps during the submission process of the redesigned e-Content for review, feedback and approval of the nodal agency/PRSG.

1. Storyboard Submission
2. Review of Storyboard
3. Review of Fixes
4. Storyboard Sign-off
5. Alpha Version(First cut of Digitized Version) Submission
6. Review of Alpha Version
7. Review of Fixes
8. Alpha Sign-off
9. Beta Version (with Professional Voiceover)
10. Review of Beta
11. Beta Fixes
12. Beta Sign-off
13. Submission of Final Version (Gold)

14. Gold Sign-Off

**Step VII: Preparation of Online Assessments** - The e-CDDA team shall prepare online assessments post approval of content by the nodal agency/PRSG.

1. The assessments shall include adequate measures for assessing the trainees, which may include one or more of the following methodologies:
  - Case Studies
  - Quizzes
  - Multiple Choice Questions
  - Multiple Response Questions
  - True or False
  - Fill-in-the-blanks
  - Question Banks
  - Essay Type Questions
2. In addition to the above, the assessment may also include different interactive diagrams and figures and other tools as described in section 10.2.7
3. The assessments shall be based on varied test structures and shall test the learner's performance using online analytical tools

**Step VIII: Other activities required to be undertaken for e-Content design and development**

- a) The e-CDDA shall define the pre-requisites of each training module in terms of the modules already completed by the trainee, the roles in their respective organizations etc.
- b) The e-CDDA shall develop a mechanism to provide e-Certifications after successful completion of the certification course by the trainee.
- c) The e-CDDA should ensure the finalized e-Content training courses/modules are compatible and uploaded on the Digital India Learning Management System (LMS) portal for conducting this online diploma.

#### **10.2.4 Content Development Approach**

##### **Step -1 Prototype/Template Design**

Design the functional prototype, branding, skinning i.e., the template of the course. This shall be developed based on inputs like target audience, their skill/education level, nature of topics, other navigation facilities.

- Play and Pause
- Forward, Rewind
- Audio mute, Audio control
- Seek bar
- Bookmark
- Glossary

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- Audio Transcription script
- Gallery
- Summary
- Reference
- Help
- Feedback etc.

### **Step - 2 Development of Design Documents**

Based on the inputs provided by subject matter experts (SME), a team of instructional designers shall prepare table of content / course content identification document and story board/ script/ detailed content design document consisting of the text that shall appear on the screen. The corresponding text for voice over, graphic design instruction shall also be provided. Instructional designers shall interact closely with the SME and obtain the inputs, grasp the concepts, and reproduce them as content, and finally get it reviewed by the SME/client.

The storyboard shall be checked for technical, typographical and grammatical errors. Checks shall also be done to ensure that the content matches the requirements specified by the client. Errors found shall be rectified and the final content shall be sent to the client for approval and sign off.

### **Step - 3 Approval of Design Documents**

NeGD shall review the Design Document, and pass back the reviewed document with Comments, suggestions, if any

### **Step -4 Content/ Media/ Assets/ Development and Authoring: Alpha Version**

After the necessary corrective actions are implemented, the multimedia team shall put together the approved template and the contents to create the complete version of the e-learning course. Based on the storyboard, graphics and animations shall be included at the appropriate locations to enhance the learner's understanding of the points being discussed. Voice over shall be recorded as necessary, and the graphics and animations created shall be synchronized with the text. This developed version shall pass through a series of stringent quality checks sending to NeGD for review and approval. This version is called Alpha Version

### **Step - 5 Beta Version**

NeGD would review the Alpha version and pass back the reviewed content with comments, suggestions, etc. for corrections, if any. Once these corrections are fixed by e-CDDA then the corrected final version shall be submitted to NeGD along with relevant approval documents

### **Step - 6 Gold version**

Gold version contains following multimedia elements

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- Approved/ Final Table of Content
- Approved/ Final Design Document (Script, Story Board, Detailed Design Document)
- Alpha Version
- Beta Version
- LMS Version (SCORM package)
- Pen drive Version
- Raw contents (images, PDF, DOC, PPT, other files collected from client)
- User Manuals, Test Documents, Graphic Charter
- Quality Assurance Document

### **10.2.5e-Content Knowledge Depths (Indicative)**

NeGD envisages developing e-Content as per the 'Knowledge Depths and Interactions Model'. All the modules at various depths shall be interlinked in terms of topics and text. The ones dealt with in previous depth shall not be repeated in proceeding depths. It is only after completion of a previous depth module, a trainee can attempt for a next depth module. Example: An official who wants to attempt Advance depth shall first have to complete basic and intermediate depths. e-CDDA Team shall discuss with the nodal agency/PRSG and law universities and its stakeholders on the requirements of level wise development of e-Content.

1. Basic– This is the first Knowledge depth of the e-Content created on any topic. The trainee shall get a basic familiarity and awareness of the topic. The e-Content created shall explain the basic topics for an overview understanding of the topic
2. Intermediate – This second Knowledge depth of e-Content shall cover basic concepts with a greater degree of detail than Basic Knowledge Depth. This depth focuses on increasing the proficiency of government officials to aid in decision making.
3. Advance – The third Knowledge depth of e-Content shall prepare the trainee to be an expert on the topic. This introduces the trainee to advanced concepts which are relevant for implementation of law enforcement.
4. Professional – The fourth and highest knowledge depth of e-Content shall prepare the trainee to be a full-fledged professional of the subject. This requires not only the in-depth knowledge of concepts but also use of modern tools and technologies like virtual reality, immersive learning etc.



		Module topic 1	Module topic 2	Module topic 3
 Depth of knowledge increases vertically	<b>Basic Knowledge depth</b>	Familiarity & Awareness	Familiarity & Awareness	Familiarity & Awareness
	<b>Intermediate Knowledge depth</b>	Proficiency	Proficiency	Proficiency
	<b>Advanced Knowledge depth</b>	Expertise	Expertise	Expertise
	<b>Professional Knowledge depth</b>	Professional	Professional	Professional

**Figure: e-Content Knowledge Depths**

#### 10.2.6 Indicative structure of e-Content

All the learning modules/chapters should be in a consistent flow to make learning easier. The indicative structure will ensure uniformity among all the chapters and gives the learner an idea about what to expect next. The basic structure may include:

- Topic
- Introduction
- Learning Objectives
- Summary
- Learning Outcomes
- Content Plan & Outline
- Modules
- Unit Objectives
- Main Content (Including Video Component)
- Multimedia Contents (Images, Maps, Graphics, Video & audio clips, Animation, Simulation).
- Separate Folders Containing Images, animations, etc.
- Learn more/ Supplementary Materials/ Additional Information
- Text (Write-ups, Description, Casestudies, Examples Self Check Exercises)
- Assessment & Evaluation
- Feedback



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Within these modules/chapters an interactive way of training should be involved with scenarios, demonstration, evaluation and application of concepts / principles learnt etc.

Each module of the courseware should include tests / assessments to check the understanding of the trainee. All the interactions of trainee is captured and sent to Learning Management System (LMS) by the e-Content as feedback for betterment and necessary revision of content.

A sample storyboard (developed and approved earlier) may also be provided for their reference on the expectations of NeGD. A reference to e-GCF framework may also be mentioned while analysing training needs and developing e-content

Different case studies provided by SMEs may be included for real scenario understanding and application of the fundamentals learnt. These case studies can be left open ended for discussions in the online interactive forum via chats among learners and with experts within the LMS.

### 10.2.7e-Content Levels

As indicated in above sections, based on the requirements of a trainee, knowledge depth and learning levels, there may be different nature and types of e-Content with varying tools and techniques for assessment. Following table briefly describes the different levels of knowledge vis-à-vis associated content nature and type. The bidders should note that the description and content specified for each of the levels is indicative in nature and any prevalent best practices, new methodologies, development in content type or any other applicable improvements need to be discussed with NeGD and implemented accordingly in context of the curriculum under consideration.

Knowledge Level	Nature of Content	Description	Content Types	Assessment
Basic	Informational	<ul style="list-style-type: none"><li>• Reading materials, such as books, articles etc. including links to websites dealing with the topic</li><li>• Write-ups</li><li>• Linear format through a combination of text and simple photographs</li></ul>	<ul style="list-style-type: none"><li>• Graphics</li><li>• Video Clips</li><li>• Text</li><li>• audio clips</li><li>• Line drawings</li><li>• Hand drawings</li></ul>	<ul style="list-style-type: none"><li>• Reading of texts and diagrams</li><li>• True/false questions</li><li>• Simple multiple choice questions</li><li>• Mouse over texts/ Pop up</li><li>• Case study</li><li>• Self-help Exercises</li></ul>
Intermediate	Procedural	<ul style="list-style-type: none"><li>• Story-Based Learning Methodology (with animations)</li><li>• Information may be presented in a non-linear format</li><li>• Logical and Conditional Branching of screens.</li><li>• These videos may be</li></ul>	<ul style="list-style-type: none"><li>• Content defined in previous level(s)</li><li>• Multimedia</li><li>• Documentary</li><li>• Multimedia elements like Customized</li></ul>	<ul style="list-style-type: none"><li>• Multiple Select/Single Select Questions to explain/test understanding concepts</li><li>• Fill in the blank questions</li><li>• Reflective practice questions</li></ul>

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Knowledge Level	Nature of Content	Description	Content Types	Assessment
		comprised of interactive video lectures by Experts/Professional based on the content	vector illustrations • 2D animations • Narration/Voiceover	<ul style="list-style-type: none"> <li>• Simple scenario based learning (offline case study)</li> <li>• Scored Assessment (questions from a question Bank)</li> </ul>
Advanced	Analytical	<ul style="list-style-type: none"> <li>• Discovery based Learning</li> <li>• Multiple branches (two to three levels) and rapid response are provided to support remediation.</li> <li>• High degree of interaction and provides real-life/application-oriented training</li> <li>• Simulations can be presented via graphics, including complex images and animation.</li> <li>• In addition, scenario-based branching logic is introduced. When using branching logic, learners experience some kind of jeopardy for incorrect responses, and their progress is determined by their decision</li> </ul>	<ul style="list-style-type: none"> <li>• Content defined in previous level(s)</li> <li>• Simulation</li> <li>• Virtual Lab</li> </ul>	<ul style="list-style-type: none"> <li>• Simple games such as hangman, tic-tac-toe, word search etc. (Gamelets)</li> <li>• Calculations and cross checking etc.</li> <li>• Online case study with online feedback and opportunity for user to revise their responses.</li> <li>• What-if type of exercises</li> <li>• Chain-effect situations</li> <li>• Software Application simulations for exercise</li> </ul>
Professional	VR/Interactive	Immersive Learning	<ul style="list-style-type: none"> <li>• Content defined in previous level(s)</li> <li>• Virtual Labs                             <ul style="list-style-type: none"> <li><b>Public-</b> the users use their whole body to interact with the software</li> <li><b>Personal-</b> uses a smartphone in a public space</li> <li><b>Intimate-</b> user is sitting with a</li> </ul> </li> </ul>	Software Application AR/ MRVR content involves <ul style="list-style-type: none"> <li>• Case-Scenario Solving</li> <li>• Puzzles</li> <li>• Gamification</li> </ul>

## RFP for selection of In-House e-Content Design and Development Agency

Knowledge Level	Nature of Content	Description	Content Types	Assessment
			desktop and is not really moving <b>Private</b> - user has wearable	

### 10.3 Functional Features

The e-Content designed may have the following features:

- Based on Adult Learning Principles
- Compatible for different learning styles – visual, auditory, kinesthetic
- Shall be in a form which transforms complex training themes into simple modules(learning objects) that can be reused, shared, modified and adapted
- Shall allow personal improvement, acquiring new abilities, developing practical skills while ensuring an optimal transfer of knowledge
- Shall clearly and appropriately portray the content on screen
- Shall be interactive and include features like audio, video, graphics, case studies, gamification etc.
- May use Reality (VR), Augmented Reality (AR), and Merged Reality (MR) technologies in the e-Content created as per the requirement.

### 10.4 Technical Requirements

- All e-Content produced shall be fully viewable using any popular browser (Chrome, Firefox, Internet Explorer, Safari etc.) & mobiles apps (Google Play store & Apple Store)
- The e-Content produced shall conform to SCORM 1.2/ SCORM 1.3/ SCORM 2004 / xAPI and other e-Learning standards and should play on all SCORM 1.2 & SCORM 1.3 compliant LMS systems.
- All developed e-Content shall be usable across all commonly used platforms (e.g., Windows, Linux, Solaris, iOS) and devices (PCs, Tablets and Mobiles etc.).
- The training e-Content has to be prepared in the 70-20-10 model for Learning and Development. It is understood that individuals obtain 70 percent of their knowledge from job-related experiences, 20 percent from interactions with others, and 10 percent for coursework and training.
- The screen should be responsive.

**Note: The Intellectual Property Rights (IPR) of developed contents and any WIP artifacts and supplied material remains with Chief Investigator, LMS Team, NeGD.**

## RFP for selection of In-House e-Content Design and Development Agency

### 10.5 Team Structures and Team Roles

The Team Structures & roles as mentioned below are only indicative. Bidder needs to assess the requirement of project and propose the team meeting below minimum requirements. All the team members must possess experience in the e-Learning domain:

SN o	Role	No. of resource	Minimum Desired Professional Qualification	Minimum No. of years of experience	Skill Sets / Professional Competence	Responsibilities	Max Marks
1.	Senior Instructional Designer (ID) cum Project Manager	1	BE/B.Tech /UG/PG with industry recognized certification in Instructional Design	10+ years and above	Experience in managing projects related to e-Learning (Training need analysis, Content Analysis and Design, Design documents, SBs for Web Based Trainings (WBTs) (Level 1, 2, 3), Instructor Led Trainings (ILTs), interactive PDF (iPDF) , micro-learning, quizzes, games, and videos, Visualization, Authoring L1 and L2 in Storyline, Authoring L1 and L2 in Storyline,	<ul style="list-style-type: none"> <li>• Manage scope of work, Training Needs Identification for preparation of content</li> <li>• Confirm project requirements by reviewing program objective, input data, and output requirement.</li> <li>• Secure acceptance and approval of deliverables</li> <li>• Manage team members performance</li> <li>• Ensure quality meets expectations</li> <li>• Communication &amp; Reporting on status and progress</li> <li>• Ensure e-Content so created is compatible with LMS portal on</li> </ul>	4

**RFP for selection of In-House e-Content Design and Development Agency**

<b>SN o</b>	<b>Role</b>	<b>No. of resource</b>	<b>Minimum Desired Professional Qualificati on</b>	<b>Minimum No. of years of experien ce</b>	<b>Skill Sets / Professional Competence</b>	<b>Responsibilities</b>	<b>Max Marks</b>
					Simulations (Try Me, Show Me, Test Me, environmental), Templates in PPT and MS-Word, Style Guide, Alt tag/Alt text, Localization support, Presentations for ILTs, One-pagers, cue-cards, job-aids, Team Management Skills etc.)	browser and mobile apps <ul style="list-style-type: none"> <li>• Feedback Reports are compiled and rectified</li> <li>• Track and Update the project progress as and when required</li> </ul>	
2.	Instructional Designer (ID)	2	Graduate in any disciplinewith industry recognized certification in Instructional Design	5+ years	Experience in e-Learning (Content chunking, Storyboarding in PPT and MS-Word, Content Authoring, Transcription and editing, Photoshop etc.) Instructional design and solution	<ul style="list-style-type: none"> <li>• Review story boards and Prototypes</li> <li>• Liaison with stakeholders to understand their requirements and provide appropriate solution</li> <li>• Create design and concepts</li> <li>• Review videos</li> </ul>	1.5*2=3
3.	Content Writer	1	Graduate in any discipline	5+ years	Experience in e-Learning Content writing, research and high comprehension of	<ul style="list-style-type: none"> <li>• Write storyboards</li> <li>• Research for the topics for content creation,</li> <li>• Proof Read and edit the content as required</li> </ul>	2

**RFP for selection of In-House e-Content Design and Development Agency**

<b>SN o</b>	<b>Role</b>	<b>No. of resource</b>	<b>Minimum Desired Professional Qualificati on</b>	<b>Minimum No. of years of experien ce</b>	<b>Skill Sets / Professional Competence</b>	<b>Responsibilities</b>	<b>Max Marks</b>
					documents on e-Governance	<ul style="list-style-type: none"> <li>Review and redesign the documents provided on e-Governance by NeGD</li> </ul>	
4.	Senior Graphic Designer (GD)	1	Graduate or Diploma with industry recognized certification in Graphic Designs	5+ years	Experience in e-Learning (Illustrator, Photoshop, Corel Draw, Adobe Audition, Captivate, MS office, Storyline (Articulate), JAWS Structure, After Effects, Adobe Animate etc.) Media design, flash, sound editing, video rendering tools, develop e-courses in storyline and captivate	<ul style="list-style-type: none"> <li>Develop images</li> <li>Develop videos using Flash</li> <li>Edit/integrate voice</li> <li>Enhance the quality of any existing images/videos</li> </ul>	2
5.	Junior-Graphic Designer (GD)	2	Graduate or Diploma with industry recognized certification in Graphic Designs	3+ years	Experience in e-Learning (Illustrator, Photoshop, Corel Draw, Adobe Audition, Captivate, MS office, Storyline (Articulate), JAWS Structure, After Effects, Adobe Animate etc.) Media design, flash, sound	<ul style="list-style-type: none"> <li>Develop images</li> <li>Develop videos using Flash</li> <li>Edit/integrate voice</li> <li>Enhance the quality of any existing images/videos</li> </ul>	1*2=2

### RFP for selection of In-House e-Content Design and Development Agency

SN o	Role	No. of resource	Minimum Desired Professional Qualificati on	Minimum No. of years of experien ce	Skill Sets / Professional Competence	Responsibilities	Max Marks
					editing, video rendering tools, develop e-courses in storyline and captivate		
6.	Illustrator	On need basis	10+2 in any discipline	At least 1 year	experience in dubbing for e-Learning modules Image and design,	<ul style="list-style-type: none"> <li>Using appropriate styles</li> <li>Analysing the specifications provided in the content for which illustration is needed as well as researching sources</li> <li>Thinking creatively to produce new ideas</li> <li>Creating images and designs</li> <li>Documenting the ideas</li> </ul>	1.5
7.	Video/Content Editor	2	10+2 in any discipline	3+ years in e-learning	Video Editing(3D MAX, 3D MAYA, Adobe Photoshop, Adobe Premiere, Illustrator, Aftereffects)	All type of Editing of e-content and videos	1.5*2=3
8.	Programmer	1	B.E./B.Tech./MCA	2+ years	Experience in Captivate, MS Office, Storyline (Articulate)/Lectora/Camtesia/Adobe Audition/HTML/CSS/Java Script etc.	<ul style="list-style-type: none"> <li>Prepare work flow chart and diagrams.</li> <li>Encode project requirements by converting work flow information into computer language.</li> <li>Prepare reference for</li> </ul>	1.5

### RFP for selection of In-House e-Content Design and Development Agency

SN o	Role	No. of resource	Minimum Desired Professional Qualificati on	Minimum No. of years of experien ce	Skill Sets / Professional Competence	Responsibilities	Max Marks
					General Programming, Software Algorithm Design, Software Design, Software Debugging, Software Development Fundamentals, Software Documentation, Software Testing, SCORM compliant	<p>users by writing operating instructions.</p> <ul style="list-style-type: none"> <li>• Maintain historical records by documenting program development and revisions.</li> <li>• Experience in LMS Upload/Deployment/Content Management work as well.</li> </ul>	
9.	Voice Over Artist	On need basis	Not applicable	At least 1 year experience in dubbing for e-Learning modules	Voice providing and dubbing. Gender Based Voice	<ul style="list-style-type: none"> <li>• Provide voice over the content</li> <li>• Dub any videos/clippings</li> </ul>	1



### **10.6 Infrastructure Requirements (Indicative)**

e-CDDA shall be responsible for procuring and maintaining all the hardware and software required for developing e-Content as per the requirements mentioned in this RFP. Below is the minimum infrastructure required for the e-Content development

- Laptops/Desktop with Operating System
- Flash/ A multimedia authoring and computer animation program for interactive solutions for running inside web browsers or for the desktop
- Captivate/A rapid responsive authoring tool that is used for creating e-Learning content such as software demonstrations, software simulations, branched scenarios, and randomized quizzes in Small Web Formats (.swf) and HTML5 formats.
- Storyline/ A tool that has features like motion paths, move trigger, slider interactions, object animations, enhanced editing options etc.
- Photoshop Pro/ Photo editing software
- Aftereffects/ Software for creating animations and special effects
- Project Planner/ Project Management Software
- Adobe illustrator/ A vector graphics editor
- Headphones
- Hardware, gadgets, audio/video tools required for development and testing of e-Content
- Internet access
- Any other tools, hardware or software as per requirement

Cost pertaining to procurement and maintenance of hardware and software may be factored-in cost of the content design and development. No payment shall be made for any licenses for procurement and maintenance by NeGD. No change request for additional software or hardware shall be considered in future during course of project. All required Software and Infrastructure shall be on BYOD basis.

#### **NeGD shall provide following:**

Citing the present pandemic situation and various guidelines issued by Government of India, the resource shall may either work from the premises of NeGD or remote working.

## RFP for selection of In-House e-Content Design and Development Agency

### 11 Deliverables & Timelines

Selected bidder has to ensure the timely delivery of all deliverables and completion of all activities of the project in line with Project Plan submitted by them and approved by NeGD.

Phases	Activities	Milestones and Deliverables	Timelines (T = Date of award of contract)
Requirement Gathering, Planning and Analysis	<ul style="list-style-type: none"> <li>Audience analysis (Who are the audience and what are their characteristics?)</li> <li>Need analysis (What do they need to learn?)</li> <li>Content analysis (What types of learning constraints exist?)</li> <li>Technical constraints analysis (What are the delivery options? And what are the online pedagogical considerations?)</li> <li>Risk analysis (What is the timeline for project completion? Other project related risks)</li> </ul>	Document on Content identified based on requirement gathering exercise	T + 2 week
		Detailed Project Plan	T + 2 week
		Document on Classification of Training Content received from NeGD	T + 4 weeks
		Document on Delivery Plan for each e-content module	T1 = T + 4 weeks
Design, Development and Implementation	<ul style="list-style-type: none"> <li>Preparation of Design Documents (Story Board/ Table of Content)</li> <li>Apply instructional strategies according to the content type</li> <li>Design the Graphic user interface and user experience (Setting of Standards)</li> <li>Prototype Creation</li> <li>Development of media assets (Image, illustrations, animations)</li> <li>Photography/Videography/ Voice recording/Editing/ Content integration/ QA and QC</li> <li>Delivery Installation/ deployment</li> <li>Training to Facilitators</li> <li>Training to Users</li> <li>This phase measures the effectiveness and efficiency of the course.</li> <li>Summative Evaluation and Formative Evaluation Content/Data analysis Feed back</li> </ul>	<b>Detailed Instructional Design - Course Design Document</b>	As per the table of delivery plan given below.
		Submission of Storyboard	
		<b>Storyboard review and fixes (as reviewed by NeGD)</b>	
		Submission of Alpha version (First cut of Digitized Version)	
		<b>Alpha version fixes (as reviewed by NeGD)</b>	
		Submission of Beta Version with Professional Voiceover (after Alpha sign off from NeGD)	

## RFP for selection of In-House e-Content Design and Development Agency

Phases	Activities	Milestones and Deliverables	Timelines (T = Date of award of contract)
	<ul style="list-style-type: none"> <li>Content Evaluation</li> <li>Implementing user feedback at each stage</li> </ul>	<b>Beta Version fixes (as reviewed by NeGD)</b> <b>Submission of Final Gold Version (after Beta sign off from NeGD)</b>	
Support and Maintenance	<ul style="list-style-type: none"> <li>Update the e-content (Final Gold Version) to introduce new changes in the content with same procedure of Design, Development and Implementation as mentioned above.</li> </ul>	Same steps as above till submission of final gold version of modified e-content	1 year or work order completion date whichever is earlier
Reporting	<ul style="list-style-type: none"> <li>Monthly Progress Review</li> <li>Other MIS / Content related statistical reports as &amp; when required by NeGD</li> </ul>	15 <sup>th</sup> of each month after start of project As mutually agreed with the successful bidder/ As and when required by NeGD	Monthly As per requirement of NeGD

### Delivery Plan first 100 hours of e-Content:

**Min. 5 Hours e-content per month – For first 4 months of the contract/ work order**  
**Min. 10 Hours e-content per month – For last 8 months of the contract/ work order**

The initial contract will be for 12 months extendable up to two years depending on the requirements. NeGD may increase or decrease the size of order as per requirements.

## 12 Penalty

### 12.1 Penalty for Delay in submission of deliverables/documents

The purpose of this section is to ensure the performance of e-CDDA as per requirements of the project during the Contract period and timely submission of the deliverables by the e-CDDA.

For the purpose of penalty calculation, following points shall be considered:

- i) There are four levels of e-Content, which the e-CDDA is expected to develop. Each of these e-Content levels requires different effort and time for development.

## RFP for selection of In-House e-Content Design and Development Agency

- ii) Considering various levels of e-Content, the e-CDDA is required to identify content types and is expected to submit the Project Plan covering timelines of deliverables for different e-Content levels and versions in first month post signing of the Contract.
- iii) The Project Plan, agreed timelines and deliverables shall form the basis for both payment to the e-CDDA and shall also be used to make any deductions from the payment.
- iv) For the purpose of deduction on not meeting the required timelines, only following milestones shall be considered
  - a. Submission of Alpha version of e-Content
  - b. Submission of Beta version of e-Content
  - c. Submission of Gold version of e-Content
- v) The penalty shall be calculated on delay in submission of above mentioned milestones (e-Content versions as mentioned in point no. iv). However, payment to e-CDDA shall be considered due only after approval of these milestones (e-Content versions) by NeGD.
- vi) The delivery timelines as specified in approved Project Plan shall be considered for the purpose of penalty. However, NeGD, on its sole discretion, can extend agreed timelines through a written communication to e-CDDA, which is to be submitted along with concerned invoice by eCDDA.
- vii) The capping of penalty will be 10% of total work order value.

Following table outlines the penalty applicable in case there is delay in submission of deliverables for the entire contract duration (including extensions, if any) as per timelines agreed in Project Plan and any other mutually agreed timelines at subsequent stages:

<b>Service Level Description</b>	<b>Measurement</b>	<b>Deduction</b>
Submission of Alpha version of e-Content	As per timeline approved in project plan (or as agreed subsequently)	Each week of delay in submission of deliverable will attract a deduction of 1% of the payment due for the milestone
Submission of Beta version of e-Content	As per timeline approved in project plan (or as agreed subsequently)	Each week of delay in submission of deliverable will attract a deduction of 1% of the payment due for the milestone
Submission of Gold version of e-Content	As per timeline approved in project plan (or as agreed subsequently)	Each week of delay in submission of deliverable will attract a deduction of 1% of the payment due for the milestone
Changes in Gold version of e-content	As per timeline approved or as agreed subsequently	Each week of delay in submission of deliverable will attract a deduction of 1% of the payment due for the milestone

### **13 Policy for exit/replacement of resources**

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of the NeGD (which includes efficiency, cooperation, discipline and performance), bidder may be asked to replace the resource for replacement/exit.
- c. The replaced resource will be accepted by the NeGD only if he scores the same or more on the evaluation criteria mentioned in this RFP and is found suitable to the satisfaction of the NeGD. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the NeGD. The bidding firm shall be allowed 07 days to replace the resource.
- d. However NeGD is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.

### **14 Leave Policy**

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

- a. The Resources should be stationed in Delhi NCR for the entire project period. The Resource has to follow the working hours, working days and Holidays of NeGD
- b. Work from home/ remote working shall be applicable as per Government of India's guidelines issues from time to time.
- c. Resource shall get prior approval of NeGD before leaving NCR/Delhi.
- d. Leave entitlement and computation will be effective from date of start of project.
- e. A resource can avail maximum 18 leaves per year on pro-rata basis.
- f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer.

### **15 Confidentiality**

1. NeGD or its nominated agencies shall allow the e-CDDA to review and utilize highly confidential records or documents and e-CDDA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
2. Additionally, e-CDDA shall keep confidential all the details and information with regard to the Project, including documents, records, systems, facilities, operations, management and maintenance of the systems/facilities.
3. NeGD or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against e-CDDA regarding any forbidden disclosure.

## **RFP for selection of In-House e-Content Design and Development Agency**

4. E-CDDA shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by NeGD with respect to this Project.
5. E-CDDA shall get NDAs signed from every resource involved in the project and submit it to NeGD.
6. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - (a) Information already available in the public domain;
  - (b) Information which has been developed independently by e-CDDA;
  - (c) Information which has been received from a third party who had the right to disclose the aforesaid information;
  - (d) Information which has been disclosed to the public pursuant to a court order.
7. To the extent e-CDDA shares its confidential or proprietary information with NeGD for effective performance of the Services; the provisions of the points 1 to 3 above shall apply mutatis mutandis on NeGD or its nominated agencies.
8. Any handover of the confidential information needs to be maintained in a list, both by NeGD& e-CDDA, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
9. Notwithstanding anything to the contrary mentioned hereinabove, e-CDDA shall have the right to share the Letter of Intent / work order provided to it by NeGD in relation to this Agreement, with it's prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

### **16 Forfeiture of Performance Bank Guarantee**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.

### **17 Terms of Payment**

All the payments shall be made by NeGD to the successful Bidder except as otherwise provided in the RFP after deducting all taxes including TDS, as per laid down provisions from time to time. All the payments shall be in Indian Rupees. The detailed payment terms are given below:

- i. The payments to the e-CDDA will be made on completion of a milestone on acceptance of the quarterly invoice by the NEGD after deduction of any charges such as penalties as per Clause no. 12.

## **RFP for selection of In-House e-Content Design and Development Agency**

- ii. After acceptance of the invoice along with the supporting documents as per the checklist (to be provided by NEGD), the invoice would be processed for release of payment within 60 days after due verification of the invoice & other supporting documents by NEGD.
- iii. No advance payments will be made. Further, it may be noted that the mentioned criteria is only for the purpose of effecting agreed price payment. The e-CDDA shall cover the entire scope including deliverables mentioned in the RFP.
- iv. However, in case the processing of the invoice gets delayed beyond 60 days from the date of acceptance of invoice, the e-CDDA would be paid an ad-hoc amount of 50% of invoice value & the remaining amount would be released after getting clarifications, due verification & imposition of penalty, if any, within the next period of 30 days.

## RFP for selection of In-House e-Content Design and Development Agency

S. No.	Payment Milestones (Category/sub-category/item)	Amount Payable	Payment Reference to Annexure 3, Financial Proposal (Form 2)
<b>(1) Approval &amp; Signoff on Alpha version of respective content</b>			
(i)	On Approval of: <ul style="list-style-type: none"> <li>Detailed Instructional Design - Course Design Document</li> <li>Storyboard after fixes (as reviewed by NeGD)</li> <li>Alpha Version after fixes (as reviewed by NeGD)</li> </ul>	25% of (Rate quoted for respective content level * no. of hours delivered)	{Refer rate quoted for corresponding content level in Annexure 3, Financial Proposal (Form 2)}
<b>(2) Approval &amp; Signoff on Beta version of respective content</b>			
(i)	On Approval of <ul style="list-style-type: none"> <li>Beta Version with Professional Voiceover after fixes (as reviewed by NeGD)</li> </ul>	30% of (Rate quoted for respective content level * no. of hours delivered)	{Refer rate quoted for corresponding content leveling Annexure 3, Financial Proposal (Form 2)}
<b>(3) Approval &amp; Signoff on Gold version of respective content</b>			
(i)	On approval of <ul style="list-style-type: none"> <li>Final Gold Version</li> </ul>	35% of (Rate quoted for respective content level * no. of hours delivered)	{Refer rate quoted for corresponding content level in Annexure 3, Financial Proposal (Form 2)}
<b>(4) Maintenance and Support on Gold version of respective content</b>			
(i)	Maintenance and Support	10% of (Rate quoted for respective content level * no. of hours delivered)	{Refer rate quoted for corresponding content level in Annexure 3, Financial Proposal (Form 2)}

**Note:** Payment milestones are applicable for all monthly targets as per the Delivery Plan at Clause 11 Deliverables and Timelines.



**ANNEXURE 1: Pre-Qualification Templates**

The bidders are expected to prove their qualification and respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification Criteria. The formats for these forms are given in following sub-sections.

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### Form 1: CHECKLIST FOR SUBMISSION OF RESPONSE TO RFP

Below table summarizes the list of mandatory documents to be submitted mandatorily with PQB.

S. No.	Documents to be submitted	Yes/No	Ref. Page No. of bid document
1	Tender submitted in Three bid		
2	Declaration (as per Annexure 1)		
3	Details of the Bidder's Operations and Business (as per Annexure 1)		
4	Submitted documents in PQB as per Section 6.1.2		
	i) Copy of Certificate of Registration/ Incorporation		
	ii) Copy of PAN		
	iii) Copy of Tax Registration		
	iv) Certificate of positive net-worth		
	v) Certificate of average annual revenue/turnover		
	vi) Certificate for operating in India for at least for the last three financial years excluding the current financial year		
	vii) Certificate on number of e-Content Professionals on Payroll		
	viii) Certificate for similar project experience in last 3 years		
	ix) Self-certified letter attested by the authorized signatory for non-debarment		
5	Letter of authorization (supported by a written power-of-attorney)		
6	Bid signed and stamped by authorized signatory on all pages		
7	DPIIT and MSME exemption certificate for Startup		

**Note:** All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order.

Date:

Place:

Authorized Signatory

Name & Designation: COMPANY SEAL

**RFP for selection of In-House e-Content Design and Development Agency**

**Form2: DECLARATION (ON THE LETTER HEAD)**

To:

<Location, Date>

Mr. Vinay Thakur

COO & Director (CB), National e-Governance Division (NeGD)

Electronics Niketan,

Ministry of Electronics and Information Technology (MeitY)

6, CGO Complex, New Delhi

Phone: +91-11-24303700

Email: [vinay@nic.in](mailto:vinay@nic.in)

1. I, (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from bidding process.
2. I permit NeGD to inspect our records to ascertain the above facts.
3. I permit NeGD to cross check the above facts from any other source.
4. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.
5. I will abide by the decision of NeGD regarding selection.
6. I have read & understood the RFP and agree to all the terms & conditions stated therein.

**Date:**

**SIGNATURE**

**Full name and designation:**

(Seal of organization)

## RFP for selection of In-House e-Content Design and Development Agency

### Form 3: DETAILS OF THE BIDDER'S OPERATIONS AND BUSINESS

S. No.	Information Sought	Details to be Furnished
<b>A</b>	Name and address of the Applicant Agency	
<b>B</b>	Incorporation status of the applicant ( <i>as mentioned in pre-qualification criteria</i> )	
<b>C</b>	Year of Establishment	
<b>D</b>	Details of registration with appropriate authorities	
<b>E</b>	Details of Contact Person: Name, Address, e-Mail, Phone nos. Fax nos. Mobile Number	
<b>F</b>	Address of Head Office with contact details (Phone, Fax, e-mail etc.)	
<b>G</b>	Number of Regional Offices (Other than Head Office)	<b>NUMBER: .....</b>
<b>H</b>	Complete Address with contact details (Phone, Fax, e-mail etc.) of each regional office	<b>1.</b> <b>2.</b>

Date:

Place:

Authorized Signatory

Name & Designation: COMPANY SEAL

**RFP for selection of In-House e-Content Design and Development Agency**

**Form 4: CERTIFICATE FOR AVERAGE ANNUAL TURNOVER**

(On Statutory Auditor's Letter Head)

We hereby certify that total average annual turnover of M/s\_\_\_\_\_ (name of the bidder) during the last three audited financial years is as given below:

Annual turnover<<Specify Currency>>			Average Annual Turnover
<<FY 1____>>	<<FY 2____>>	<<FY 3____>>	

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

**Form 5: CERTIFICATE OF BEING IN FIELD OF E-LEARNING, E-CONTENT DEVELOPMENT OR EQUIVALENT BUSINESS**

(On Statutory Auditor's Letter Head)

We hereby certify that the M/s \_\_\_\_\_ (name of the bidder), having registered office at \_\_\_\_\_ (address of the registered office) has been continuously in field of e-Learning, e-Content development or equivalent business for more than last \_\_\_\_\_ years as on the date of submission of the bid.

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

**RFP for selection of In-House e-Content Design and Development Agency**

**Form 6: CERTIFICATE ON NUMBER OF PERSONNEL WITH CAPABILITY IN E-LEARNING, E-CONTENT DEVELOPMENT OR EQUIVALENT WORKING ON PAYROLL**

(On the letter head of the bidder)

We hereby certify that we, M/s \_\_\_\_\_ (name of the bidder), having registered office at \_\_\_\_\_ (address of the registered office) have \_\_\_\_\_ <<mention the number of personnel>>personnel with expertise in the area of e-Learning, e-Content development or equivalent on payroll of the company as on <<specify date >>.

Yours Sincerely,

(Signature of HR/Talent head of the company)

Name of the Signatory:

Seal:

**RFP for selection of In-House e-Content Design and Development Agency**

**Form 7: CERTIFICATE FOR NON-DEBARMENT**

(On the letter head of the bidder)

We hereby certify that we, M/s \_\_\_\_\_ (name of the bidder), having registered office at \_\_\_\_\_ (address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

Yours Sincerely,

Date:

Place:

Authorized Signatory

Name & Designation: COMPANY SEAL



**ANNEXURE 2: Technical Bid Templates**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria. The formats for these given in following sub-sections.

## RFP for selection of In-House e-Content Design and Development Agency

### Form 1: COMPLIANCE SHEET FOR TECHNICAL PROPOSAL

Below table summarizes the list of mandatory documents to be submitted mandatorily with Technical bid:

S. No.	Documents to be submitted	Yes/No	Ref. Page No. of bid document
1	EMD		
2	Submitted documents in Technical Bid as per Section 6.1.3		
	i) Self Attested Certificate for no. of years the bidder has been in the field of e-Learning, e-Content creation, delivery and management		
	ii) Work orders/Phase completion Certificate for no. of e-Learning, e-content creation projects with Augmented reality/Virtual reality		
	iii) Work order/Phase Completion Certificate for no. of e-Learning, e-Content creation, design & development projects in the last three years		
	iv) Self Attested Certificate for no. of years the agency has been creating e-Learning, e-Content development or equivalent projects in area of cyber-crime, judiciary, law enforcement, security, defense or similar domains		
	v) Self Attested Certificate for no. of users of the e-content developed by the Bidder		
	vi) Relevant documentation covering Organization profile, including organization business, structure, core competency and resources availability		
	vii) Proposed Approach & Methodology		
	viii) CVs of proposed Project team		
3	Letter of Proposal		
4	Bid signed and stamped by authorized signatory on all pages		

All the Bidders are requested to mention the document reference number and page number for each criterion.

**Form 2: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Whereas <<**name of the bidder**>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<**RFP Number**>> dated <<**insert date**>> for <<**name of the assignment**>>(hereinafter called "the Bid") to <**NeGD**>

KNOW ALL MEN by these presents that WE <<>> having our office at <<Address>>(hereinafter called "the Bank") are bound unto the <**NeGD**> (hereinafter called "the NeGD") in the sum of Rs. <<**Amount in figures**>>(Rupees <<**Amount in words**>> only) for which payment well and truly to be made to the said NeGD, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<**insert date**>>

THE CONDITIONS of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the NeGD during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the NeGD up to the above amount upon receipt of its first written demand, without the NeGD having to substantiate its demand, provided that in its demand the NeGD will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

***This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.***

## RFP for selection of In-House e-Content Design and Development Agency

### **NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## RFP for selection of In-House e-Content Design and Development Agency

### Form 3: LETTER OF PROPOSAL

To:

<Location, Date>

Mr. Vinay Thakur

COO & Director (CB), National e-Governance Division (NeGD)

Electronics Niketan,

Ministry of Electronics and Information Technology (MeitY)

6, CGO Complex, New Delhi

Phone :+91-11-24303700

Email: [vinay@nic.in](mailto:vinay@nic.in)

**Subject:** Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Services to the NeGD on <provide name of the assignment > with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature (*In full and initials*): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

RFP for selection of In-House e-Content Design and Development Agency

**Form 4: CURRICULUM VITAE (CV) OF KEY PERSONNEL**

**1. Proposed Position** [as defined in RFP document]: \_\_\_\_\_

**2. Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_

**3. Name of Staff** [Insert full name]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

Year	Institution	Degree Obtained

**6. Total No. of years of experience:** \_\_\_\_\_

**7. Total No. of years with the firm:** \_\_\_\_\_

**8. Areas of expertise and no. of years of experience in this area (as required for the Profile):** \_\_\_\_\_

**9. International Publications/ Certifications and Trainings attended:** \_\_\_\_\_

**10. Details of Involvement in Projects** (only if involved in the same): \_\_\_\_\_

**11. Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Language	Read	Write	Speak

**12. Membership of Professional Associations:**

**13. Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

## RFP for selection of In-House e-Content Design and Development Agency

A. From: To:

Employer:

Position Held:

B. From: To:

Employer:

Position Held:

C. From: To:

Employer:

Position Held:

(Add more employment details if required)

**14.**

*[List all tasks performed under this assignment]*

*Duration: From <start date> to <end date>*

**15. Relevant Work Undertaken that Best Illustrates**

*(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Value of Project (approximate value or range value): \_\_\_\_\_

Activities performed: \_\_\_\_\_

**16. Certification:**

## RFP for selection of In-House e-Content Design and Development Agency

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

\_\_\_\_\_  
(Signature of staff member or authorized representative of the staff) Day/ Month/ Year

Full name of Authorized Representative: \_\_\_\_\_



**ANNEXURE 3: Commercial Bid Templates**

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

**Form 1: COVERING LETTER**

**Form 2: FINANCIAL PROPOSAL**

**Form 3: PERFORMANCE BANK GUARANTEE**

## RFP for selection of In-House e-Content Design and Development Agency

### Form 1: COVERING LETTER

To:

<Location, Date>

Mr. Vinay Thakur  
COO & Director (CB), National e-Governance Division (NeGD)  
Electronics Niketan,  
Ministry of Electronics and Information Technology (MeitY)  
6, CGO Complex, New Delhi  
Phone :+91-11-24303700  
Email: [vinay@nic.in](mailto:vinay@nic.in)

**Subject:** Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for < name of the assignment>in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of GST.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## RFP for selection of In-House e-Content Design and Development Agency

### Form 2: FINANCIAL PROPOSAL

The bidders are required to specify per-hour rates for development of different levels of e-content required for web based trainings. The per-hour rates are required for evaluation of commercial bids based on the formula described in section 6.1.4. The bidders are required to provide per-hour rates for e-Content exclusive of all taxes.

#### BREAKDOWN OF CONTENT WISE REMUNERATION

S NO	Content Type	Cost per hour (INR)
1	e-Content Level 1 (Basic)	P=
2	e-Content Level 2 (Intermediate)	Q=
3	e-Content Level 3 (Advance)	R=
4	e-Content Level 4 (Professional)	S=

Note: Please refer formulas provided in section 6.1.4 which are being used for deriving total quote of the bid from the above table.

**Form 3: PERFORMANCE BANK GUARANTEE**

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<email id>

Whereas, <<name of the supplier and address>>(hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide services for <<name of the assignment>> to <NeGD> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. <<Insert Value>>(Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<**Insert Value**>>(Rupees <<**insert value in words**>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

## RFP for selection of In-House e-Content Design and Development Agency

- I. Our liability under this bank guarantee shall not exceed **Rs<<Insert Value>>(Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to *<<insert expiry date>>*.

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<<insert expiry date>>* failing which our liability under the guarantee will automatically cease.