

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY



Request for Proposal (RFP) for “Empanelment of EdTech Service Providers for IIT Bombay’s Continuing Education Programme”

RFP no. MMD/EDTECH-SP/2022-23

RFP date: 29/04/2022

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SECTION 1 – INVITATION FOR BIDS

1. Introduction

Indian Institute of Technology Bombay (IITB) is one of the 23 IITs created by the Govt. of India to act as Centres of Excellence for training, research and development in science, engineering, technology and management in India. Established in 1958, second among the IITs, it was declared an Institution of National Importance under the “Institutes of Technology (Amendment) Act, 1963”. IIT Bombay has now been declared as an “Institute of Eminence” by the Government of India. IIT Bombay has secured the topmost position among all academic institutions in India in the Quacquarelli Symonds (QS) World University Rankings (2022).

Continuing Education Programme (CEP) is an education outreach initiative of IITB. With the rapid pace of growth in science & technology and frequent paradigm shifts in policy, governance and management, continuing education of working professionals in the industry is a vital need. The Continuing Education Programme office at IIT Bombay has been set up to meet the manpower training and knowledge upgradation needs of the industry.

Committed to the cause of making quality education accessible to all, IIT Bombay plans to *significantly* extend its outreach of CEP for Indian as well as global participants through collaboration with commercial EdTech Service Providers (ETSP). IITB currently has more than 800 highly qualified and reputed faculty members in the field of Engineering, Technology, Basic Sciences, Humanities & Social Sciences and Management. A complete list of Departments, Centres and Schools in IIT Bombay is available at “www.iitb.ac.in”.

The current RFP is to identify and empanel suitable ETSP for Continuing Education Programmes of IITB.

2. Notice Inviting Tender

RFP No.	MMD/EDTECH-SP/2022-23
RFP Date	29 th April 2022
Item Description	Request for Proposal (RFP) for “Empanelment of EdTech Service Providers for IIT Bombay’s Continuing Education Programme”
Last date & Time of submission of Online Bid :	20 th May 2022 (till 1.00 pm.)
Place of Submission of Bids	Materials Management Division, Ground floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.

Submission of Bids	Two Bid System : The two bid system will be followed for this tender. In this system, bidder must submit their offer in separate sealed envelopes as –Technical Bid and Commercial Bid. Both the Technical Bid and Commercial Bid envelopes should be clearly marked as “Envelope No. 1 - Technical Bid ” and "Envelope No. 2 – Commercial Bid " and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender/RFP No. & Due Date and to be submitted to the concern department/section mentioned in tender document.
Place of Opening of Bids	Materials Management Division, Ground floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Date and Time of Opening of Bids	20 th May 2022 at 3.00 pm.
Pre Bid meeting Date & Time	10 th May 2022 at 11.00 am
Pre Bid meeting Place	Conference Room, Materials Management Division, Ground floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Any Technical Clarification	Name : Prof. Siddhartha Ghosh Dept : Office of Continuing Education Programme (CEP), Indian Institute of Technology Bombay Email : cep@iitb.ac.in Contact : +91-22-2576-7047/7060
Signing Authority	Assistant Registrar (MM)

SECTION 2 – ELIGIBILITY CRITERIA & TECHNICAL BID

- a) The bidding EdTech Service Provider should have a registered office in India. (Submit a copy of registration/Incorporation Certificate)
- b) Minimum Annual Sales Revenue: India Rs. 50 Cr., Global Rs. 100 Cr., in the last fiscal year. (Submit copy of ITR, balance sheet audited by CA and/or CPA)
- c) The ETSP should be able to make an upfront investment of upto Rs. 5 crore, including Rs. 1 crore refundable, interest free security deposit with IITB on contract signing. (Submit an undertaking on company's letterhead certifying the same)
- d) The ETSP should have offered courses for 3+ years with global universities.(Submit copy of work order/agreement along with work completion certificate, or equivalent documents)
- e) The ETSP should have offered courses with 2 or more institutes ranked within top 25 by NIRF (2021) and top 500 by QS World University Rankings (2021).(Submit copy of work order/agreement along with work completion certificate, or equivalent documents)
- f) The ETSP should have experience in delivering both forms of online courses – asynchronous (recorded) and synchronous (live) -- with IITs/IIMs/IISc/IISERs/IITs/NITs/ISIs in India and at least one international university outside India.(Submit copy of work order/agreement along with work completion certificate, or equivalent documents)
- g) The ETSP should have 5+ years of experience in providing course design, digital content production, digital marketing, telephone sales, and student support (including Teaching Assistants and/or Mentors) capabilities (Submit documentary evidence in support). The online programme team should have experience in
 - 1. Developing digital content and delivering digital content on a learning management system.
 - 2. Delivering live-online classes from a studio.
 - 3. Having specialist digital marketing teams, specialist student advisors who can advise students on the programme they have to enrol into, specialist student support teams who can ensure high-quality delivery of learning. (It is recommended that service providers have a minimum of 100 employees working in these specialised areas in India. (Submit documentary evidence of key personnel and their profiles i.e Marketing, Programme Delivery and IT.)
- h) The ETSP should have existing relationships/agreements with 2+ reputed (within the top 250 by QS World University Rankings 2021) foreign universities. (Submit copy of agreement/work order, or equivalent documents)

SECTION 3 – SCOPE OF WORK & EVALUATION OF BIDS

1. Scope of Work

The EdTech Service Providers should provide the following services:-

I. General Requirements

- a) Suggest course titles based on the market research for each of the courses allotted to an empanelled ETSP; IITB will review them and decide on one of them.
- b) Should be able to facilitate joint courses with foreign universities.
- c) Suggest and discuss the mode of offering for a course: such as Blended, Synchronous, or Massive Open Online Course (MOOC), considering possible stackability of courses/modules.
- d) Provide initial course outline to IITB as a guideline for the Course Coordinator (CC) to further develop the course content.
- e) Discuss and finalize a participant's eligibility criteria (including prerequisites) for a specific course in consultation with the CC; also discuss and decide if any pre-selection quiz/examination is to be conducted.
- f) Provide/recommend external guest speakers, as and when requested by IITB, to enhance the learning experience.
- g) Discuss and finalize for every specific course its start date, duration, frequency of live intervention, source of TA/mentor (IITB or ETSP), assessment methods, assessment tools.
- h) Perform Demand Estimation, Pricing and Positioning of allocated courses; prepare all marketing collateral in line with IITB branding guidelines; submit all new collateral to IITB for approval.
- i) Provide its service in all forms of Digital Marketing (own website, Google, Facebook, Twitter, direct mailers, and affiliates).
- j) Maintain a well trained course advisory team who would speak ("telephone support") to prospective participants, address their questions and assist in enrolment and registration.
- k) Review a prospective participant's credentials and ensure screening compliance in line with the eligibility criteria. Any exception to the criteria requires to be approved by IITB.
- l) Issue admission letters on behalf of IITB, mentioning explicitly the Terms & Conditions and get an acceptance from the participants. Content of the admission letter will be prepared by ETSP and approved by IITB.

- m) Follow up and ensure that programme fees are received before the due date.
- n) Provide sales dashboard access to IITB so that various stakeholders of the institute can track the progress in real time.
- o) Provide an email-based support, ticketing and resolution system for tracking and responding to participant issues/questions. All pre- and post-course participant queries need to be routed through ETSP. To escalate the queries, feedback or complaint to IITB as needed.
- p) Provide a robust and scalable LMS that – in addition to the features listed later – should be able to handle virtual labs, simulation tools, cloud licenses, and proctored examination, if necessary.
- q) Provide participant mentoring through the entire course duration to ensure higher engagement and rate of completion.
- r) Have the capability to set up a professional video-recording studio inside the IITB campus. For the asynchronous component of the course, ETSP will be responsible for setting up the studio, arrange cameras and technical crew, provide instructional designers, coordinate with faculty, arrange teleprompter and do the post production of the high quality videos. Cost of above activities will be paid by IITB against submission of actual bills. ETSP to make note of this while quoting revenue share % for the courses where recorded async video is included.

II. Additional Registration Requirements

- a) For all open courses, 10% (of the maximum number of participants) should be reserved for women and third gender applicants.
- b) For all open courses, 9%, 5%, 2.5% and 1.5% (of the maximum number of participants) should be reserved for OBC-NC, SC, ST and EWS applicants, respectively; at 75% course fees for the OBC-NC and 50% course fees for others.
- c) For all open courses, course fees should be reduced by 10% for all participants from a specific organization, if that organization registers 5 or more participants.

III. Course Category Specific Requirements

A) Blended online open course

- a) Provide/set-up video recording facility: workable with resource person's (RP) choice of device (board, laptop, tablet – iPad, Surface, Wacom)
- b) Record videos

- c) Create images and animations, if necessary
- d) Post-process videos, animations, and slides to async video modules
- e) Provide video streaming through secured access (for a wide range of laptop and tablet choices); content should not be downloadable
- f) Provide standardized templates for document preparation (workable with RP's choice: MS Word, Google Doc, LibreOffice Writer, LaTeX, Pages, etc.)
- g) Provide assistance in developing tutorial exercises as well as assignments
- h) Host videos and documents online; secured access only to registered participants (no downloadable content)
- i) Provide live mentor support during interactive sync sessions
- j) Provide a robust and scalable LMS (including features of attendance, assignments, quiz, grading/auto-grading, live interaction, message board, event scheduling, and course feedback from participants; with separate access for participants, RPs, TAs, mentors from EdTech)

B) Synchronous (live online) open courses

- a) Provide standardized templates for slides preparation (workable with RP's choice: MS Powerpoint, Google Slides, LaTeX, LibreOffice Impress, Canva, Prezi, Keynote, etc.)
- b) Provide standardized templates for document preparation (workable with RP's choice: MS Word, Google Doc, LibreOffice Writer, LaTeX, Pages, etc.)
- c) Create images and animations, if necessary
- d) Provide assistance in developing tutorial exercises as well as assignments
- e) Provide video streaming through secured access (for a wide range of laptop and tablet choices); content should not be downloadable
- f) Provide live mentor support during lectures and tutorials
- g) Host slides and documents online; secured access only to registered participants (no downloadable content)
- h) Provide a robust LMS (including features of attendance, assignments, quiz, grading/auto-grading, live interaction, message board, event scheduling, and course feedback from participants; with separate access for participants, RPs, TAs, mentors from EdTech)

C) Massive Open Online Courses (MOOCs)

- a) Provide/set-up video recording facility: workable with resource person's (RP) choice of device (board, laptop, tablet – iPad, Surface, Wacom)
- b) Record videos
- c) Create images and animations, if necessary
- d) Postprocess videos, animations, and slides to async video modules
- e) Provide standardized templates for document preparation (workable with RP's choice: MS Word, Google Doc, LibreOffice Writer, LaTeX, Pages, etc.)
- f) Provide assistance in developing tutorial exercises as well as assignments
- g) Host videos and documents online; secured access only to registered participants (no downloadable content)
- h) Provide a robust LMS (including assignments, quiz, auto-grading, and course feedback from participants; with separate access for participants, RPs, TAs, mentors from EdTech)

D) Set of online courses leading to a short master's degree

This will have a mix of courses under Categories A-C. The requirements of Category A will suffice in this case. Additional requirements:

- a) Provide enrollment options for multiple courses at once
- b) Keep track of individuals registered to the programme through all courses
- c) Provide administrative view access to IITB

E) Online courses in partnership with foreign universities

This will be a 50-50 partnership, typically, between a foreign university and IITB. A joint certificate will be issued by the two collaborating institutes. Additional requirements:

- (a) Liaison with the foreign university and IITB faculty (along with the corresponding executive education administrations) in designing the course/programme

(b) Help both institutes in managing financials, including taxes, in both countries

2. Evaluation of Bids

Prospective ETSPs will have to participate in the competitive bidding. The minimum IITB revenue shares for different CEP course types are mentioned in the table below. ETSPs can quote a higher revenue share for IITB.

Mode of Delivery	Minimum IITB Revenue Share
MOOC	45%
Blended (~80% Async., 20% Sync.)	50%
Synchronous	55%
Classroom Based Courses	60%

Technical Evaluation & Financial Evaluation

The evaluation of technical bid will be based on the following scoring scheme.

Table No.1

	Category	Weight (%)
A	Technical	
1	Experience/Capability in EdTech Service	(25)
1.1	Years of offering courses with global universities	2.5
1.2	Number of courses offered with Indian institutions within top 25 NIRF rank	2.5
1.3	Number of courses offered with foreign institutions within top 500 QS rank	2.5
1.4	Number of global universities with who the ETSP has offered courses	2.5
1.5	Number of IITs/IIMs/IISc/IISERs/IITs/NITs/ISIs in India with who Async courses offered	2.5
1.6	Number of IITs/IIMs/IISc/IISERs/IITs/NITs/ISIs in India with who Sync courses offered	2.5
1.7	Number of universities outside India with who Async courses offered	2.5

1.8	Number of universities outside India with who Sync courses offered	2.5
1.9	Revenue earned in India (in Cr INR) in the last fiscal year	2.5
1.10	Revenue earned globally, including India (in Cr INR) in the last fiscal year	2.5
2	Course Management Capability	(40)
2.1	Support in providing course design (course outline, mode of delivery, pricing) based on market research/demand estimation	2.5
2.2	Support in providing course content (images, animation, documentation, tutorial problems)	2.5
2.3	Recording videos and post-production	5
2.4	Digital marketing (own website, Google, Facebook, Twitter, direct mailers, and affiliates)	2.5
2.5	Telephone support (through course advisory team) to prospective participants (addressing questions and assisting in enrolment and registration)	2.5
2.6	Ensuring participant's eligibility, including screening tests	2.5
2.7	Sales-cum-registration dashboard (access to IITB)	2.5
2.8	Robust and scalable LMS (including features of attendance, assignments, quiz, grading/auto-grading, live interaction, message board, event scheduling, and course feedback from participants; with separate access for participants, RPs, TAs, mentors from EdTech)	5
2.9	Online hosting of videos and other documents (ease of access, security)	2.5
2.10	Live-streaming of videos through secured access	2.5
2.11	Live TA/mentor support during Sync sessions	5
2.12	Email-based support, ticketing and resolution system for tracking and responding to participant issues/questions	2.5
2.13	Dashboard for course administration; with tiered access to RP and CEP	2.5
3	Special Experiences and Potentials	(15)
3.1	Experience of offering MOOCs	2.5
3.2	Experience of offering joint programmes (i.e. with multiple academic institutes)	2.5
3.3	Experience of offering multi-course certificates/diplomas/degrees	2.5
3.4	Experience of offering courses in Aerospace/Chemical/Civil/Electrical/Mechanical Engineering topics	2.5

3.5	Experience of offering courses in Biology/Chemistry/Mathematics/Physics at graduate/postgraduate level	2.5
3.6	Potential for launching joint programmes with IITB and foreign universities	2.5
	Total(for Technical)	80
B	Commercial	
1	Minimum share to IITB for	(20)
1.1	MOOCs	5
1.2	Blended courses	7.5
1.3	Sync courses	5
1.4	Classroom-based offline courses	2.5
	Total(for Commerical)	20
	Absolute Total	100

Table No. 2

Ratings for Quantifiable Technical and Commercial Parameters'					
Range of Values					
Ratings	1	2	3	4	5
A Technical					
1.1 *	5	6	7	8	9 and above
1.2	2 to 5	6 to 9	10 to 13	14 to 17	18 and above
1.3	2 to 5	6 to 9	10 to 13	14 to 17	18 and above
1.4	3 to 4	5 to 6	7 to 8	9 to 10	11 and above
1.5	1	2	3	4	5 and above
1.6	1 to 2	3 to 4	5 to 6	7 to 8	9 and above
1.7	1 to 2	3 to 4	5 to 6	7 to 8	9 and above
1.8	1	2	3	4	5 and above
1.9 (in Cr INR)	[50-100)	[100-150)	[150-200)	[200-250)	250 and above
1.10 (in Cr INR)	[100-200)	[200-300)	[300-400)	[400-500)	500 and above
B Commercial					
1.1	[45%-50%)	[50%-55%)	[55%-60%)	[60%-65%)	65% and above
1.2	[50%-55%)	[55%-60%)	[60%-65%)	[65%-70%)	70% and above
1.3	[55%-60%)	[60%-65%)	[65%-70%)	[70%-75%)	75% and above
1.4	[60%-65%)	[65%-70%)	[70%-75%)	[75%-80%)	80% and above
* Please refer to Table 1 for Section details					

SECTION 4 – INSTRUCTIONS TO BIDDERS

1. Instructions for Submission of Bids

- a) Tender MUST BE ENCLOSED IN A SEALED COVER super scribing Tender number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
- b) Tender should be dropped in the tender box kept in the Materials Management Division. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
- c) Tender can also be submitted in person or through post/courier (IIT Bombay shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification/rejection of any bid) so as to reach on or before the due date and time.
- d) Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in IIT Bombay.
- e) Any bidder currently engaged in litigation with other organizations, must inform their status in writing to IIT Bombay in writing.
- f) **Two Bid System:** The two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as –Technical Bid and Commercial Bid. Both the **Technical Bid and Commercial Bid** envelopes should be clearly marked as “Envelope No. 1 - **Technical Bid**” and “Envelope No. 2 – **Commercial Bid**” and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our Tender No. & Due Date and to be submitted to the concern department/section mentioned in tender document.
- g) Bids received after the closing date and time will not be accepted.
- h) Any conditional offer made in the bid or has deviations from the terms and conditions of RFP will be rejected.
- i) Bids not submitted in the prescribed format or incomplete will be rejected.
- j) If the bidder varies its quoted prices during validity of the proposal, or its extended period, if any, such bids will be rejected.

- k) IITB is not bound to reply to the queries raised by the bidders or accept any suggestions made by them.
- l) Canvassing or bribing/kickbacks of any kind, direct or indirect by unlawful/corrupt/fraudulent means at any point of time during the bid process to influence the process of evaluation, will lead to disqualification of the bidder.

2. Process for Selection of EdTech Service Providers

- a) RFP for open bidding will be released by IITB.
- b) A pre-bid meeting with the prospective bidders will be arranged approximately within 10 days of the RFP.
- c) Interested bidders will submit proposals in a two-bid system, i.e. technical and commercial.
- d) IITB will evaluate the technical bids for minimum eligibility adherence.
- e) Shortlisted / eligible bidders will be invited to make presentations and provide clarifications to IITB.
- f) IITB will rate/score each eligible bidder on the selection criteria on technical. The rating scheme is given in Table 1.
- g) IITB will open the commercial bids.
- h) A maximum of four bidders with the highest combined (Technical and Commercial) scores will be selected for empanelment.
- i) IITB will offer to sign legal contracts with a maximum of four bidders. The contract clauses will be uniform for all selected ETSPs. All selected ETSPs have to match the highest revenue share for IITB – under each course category – offered among the selected ETSPs.

3. Terms of Empanelment

- a) The selected ETSPs will be empanelled initially for a period of 3 (three) years from the date of issue of contract by IITB. Extension of the period of empanelment will be based on the performance review by IITB.

- b) The ETSPs selected for empanelment through the above process will enter into a service level agreement with IITB, detailing the terms and conditions of their association for providing EdTech related services to IITB.
- c) The bidder shall accept all terms and conditions mentioned in the RFP.

4. Relaxation of Qualification Criteria for MSE's and Start Ups

- a) IITB may relax qualification criteria for MSE's/Start up's in respect of turnover and prior experience requirement as per Office Memorandum No.F.202/2014-PPDLH dated 27th July 2017 issued by Department of Expenditure and Policy Circular No. 1(2)X11120 dt. 10th March 2016 (GOI, Ministry of MSME) subject to the bidder meeting quality and technical specifications. The relaxation will be applicable for MSE's registered with NSIC or Central Purchase Organization or a Startup recognized by Department for Promotion of Industry & Internal Trade (DPIIT). Appropriate documentary evidence should be provided.

5. Cancellation of RFP

- b) At any time prior to the deadline for submission of bids, IITB may, for any reason, modify the bid document. The same will be communicated to the bidders via corrigendum(s). Bids may be modified based on a corrigendum issued by IITB.
- c) IITB reserves the right to reject any or all bids, and to cancel the process at any time prior to empanelment without assigning any reason. IITB has no liability to the affected bidder(s). This decision will be final, and no correspondence in this regard will be entertained.
- d) IITB reserves the right to dissolve the panel and call for a fresh request for proposal at any time.

SECTION 5 –TERMS & CONDITIONS OF CONTRACT

1. General Terms & Conditions

- a) The empanelled ETSPs shall maintain full confidentiality of all the courses referred to it and shall not disclose any data/information to any unauthorized person or agency.
- b) The RFP document should be submitted strictly as per the prescribed format in the tender document. All supporting and supplementary documents should be duly marked with company name and signed by the authorised signatory.
- c) The empanelment process may consist of a multi-phase evaluation with the possibility of the bidding ETSP's presentation and its review by IITB, verification of documents/information by IITB, review of any ongoing programme/process by the committee constituted for the purpose, i.e. empanelment of ETSPs for online/offline CEP Programmes.
- d) Once the initial qualification process is completed, empanelled ETSPs will execute a contract/agreement with IITB containing the pertinent terms and conditions; the list of empanelled EdTech Service Providers will be subjected to periodical and annual reviews.
- e) If a bidding ETSP fails to qualify, then IITB reserves the absolute right to refuse re-application for empanelment within the next six (6) months from the date of notification of failure.
- f) Empaneled ETSPs will have approximately 8-10 programmes as the initial basket to offer in the market, on behalf of IITB. This list can be modified by IITB depending on the demand, faculty availability, ETSP's performance and any other institute guidelines. The initial list of courses will be a mix of high-in-demand courses and niche/core engineering courses. This course list will be decided by IITB and the decision will be binding on the ETSP.
- g) The empaneled ETSPs must ensure that all the activities being carried out by them are carried out in a transparent, legal and ethical manner, adhering to the best industry practices. It is necessary for the ETSP to conduct its processes without any adverse impact on the brand IIT Bombay and its programmes and activities. Further, all external communication (brochure, admission letter, logo usage, website content, and programme related promotional materials) will be reviewed by an IITB team and approved before making these public.
- h) Any inaccuracy in any response or representation given by the bidding ETSP to IITB, or failure to substantiate any response as required by IITB will result in failure to qualify for inclusion in the empaneled ETSP list. Where such information comes to the notice at a later date, the ETSP may be removed from the list of empanelled EdTech Service Providers.
- i) Any ETSP, before or after empanelment, providing false information or inaccurate or forged documents will not be considered for this or any other work at the Institute and will be banned/debarred/blacklisted as per extant procedures of IIT Bombay. If such information comes to light during or after successful qualification and/or empanelment, IITB reserves the right to re-

move the ETSP from the empaneled list of ETSPs and also to take action for blacklisting/debarment/banning and security deposit forfeited.

- j) The penalty for unsatisfactory service delivery by an empanelled ETSP will be fixed by IITB in accordance with the terms and conditions set out in the agreement to be executed.
- k) It will be the responsibility of the EdTech Service Provider to submit/update IITB with relevant documents and also to keep IITB informed of any matter that may affect the ETSP's continued qualification and ability to perform the work. If the ETSP's future circumstances change such that they no longer comply with the qualification criteria for that particular category/group/area or are unable to perform the work, then the EdTech Service Provider should promptly inform IITB and IITB reserves the right to remove the ETSP from the list of empaneled ETSPs. IITB shall not bear any responsibility or risk for any suspension, cancellation or termination of the empaneled ETSP.
- l) The bidding ETSP should be open to the reference/feedback check from the organisations they have served or are serving for the similar service.
- m) This RFP for empanelment shall remain open till **20th May, 2022 (1:00 PM)**. Any applications received thereafter shall not be entertained.
- n) Intellectual property: All the learning content (lecture slides, lecture videos – including post production, documents, example problems, lab sessions, solutions and any other programme related content) created/initiated and offered by the IIT Bombay faculty would solely remain the intellectual property of IIT Bombay and the programme coordinator(s) as per the approved IPR policy of the Institute. Any platform/tool created specifically for the particular programme will be the intellectual property of the Institute. All academic contents of the programme will abide by the copyright regulations and academic proprietary
- o) Personal data privacy: IITB and the empaneled ETSP shall ensure that the personal information collected or received by them pertaining to these courses shall be collected, stored and processed in strict compliance with all applicable laws pertaining to privacy and data protection and in compliance with the privacy policies communicated between the two parties.
- p) This RFP is not an offer and is issued with no commitment. IITB reserves the right to withdraw this request (RFP) and change or vary any part thereof at any stage if IITB determines that such action is in the best interest of the Institute.
- q) The decision of the Director of IIT Bombay shall be final in respect of any dispute arising out of this RFP or on the question of interpretation, application etc., of any clause or provision of this RFP.
- r) Non-compliance of any terms and conditions enumerated in the Agreement will be treated as breach of the Agreement.

2. Payment Terms

- a) ETSP's payments will be released after the reconciliation of the accounts statement, receipt of all the fees and accounting for refunds. Once the course account statement is agreed and frozen, IITB will provide a go-ahead to submit the invoice. Invoices will be paid within 45 business days.
- b) Tax Deduction at Source (TDS) will be effected from each bill/invoice (as applicable) of the agency under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.
- c) Payment shall be made by NEFT/ RTGS or electronic fund transfer offered by the Bank.

3. Dispute resolution & arbitration

- a) All disputes, controversies, claims or differences arising out of or relating to the execution of this Agreement shall be resolved amicably by mutual consultation and discussion by the authorized representatives of both the parties shall be referred to arbitration (to be conducted in English language). However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication.
- b) Sole arbitrator shall be appointed by IITB within thirty (30) days of notice regarding appointment of Arbitrator. The firm agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The award of the sole arbitrator shall be final and binding on all the parties.
- c) The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time and rules formed there under.
- d) Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation under the Agreement and the same shall be carried out strictly in accordance with the terms & conditions of the Agreement
- e) The cost of Arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of Agreement, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the firm shall continue to be made in terms of the Agreement. Arbitration or any other legal proceedings shall be subject to the exclusive jurisdiction of the Courts in Mumbai only.

4. Termination

- a) IITB reserves the right to terminate the empanelment without assigning any reason by giving a notice of 3 (three) months.
- b) IITB reserves the right to terminate the empanelment at any time, by written notice of default sent to the bidder, in case the work performance is not to be satisfactory, or in case there is any

violation of the terms and conditions of the AGREEMENT. The decision of IITB in this regard would be final and binding on the firm. The firm is not eligible for any compensation or claim in the event of such cancellation.

- c) IITB may also terminate the empanelment in the event of any proven fraud or wilful negligence on part of the bidder during the tenure of the empanelment or in the event of any disrepute is brought to the project on the part of any act/omission by the bidder or its officials during any stage of the delivery/performance of the services.

5. Earnest Money Deposit (EMD) & Security Deposit

- a) Undertaking for Bid Security IV as per Annexure issued by the bidder on company's letterhead in lieu of EMD is to be submitted along with technical bid.
- b) Security Deposit is mandatory.
- c) Selected bidder should submit Security Deposit (in prescribed format). The Security Deposit to be furnished in the form of Demand Draft/Cheque for an amount of Rs. 1,00,00,000 (one crore).
- d) The Security Deposit should be established in favour of "The Registrar, IIT Bombay" payable at Mumbai.
- e) Security Deposit shall be for the due and faithful performance of the AGREEMENT and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the IITB under the terms & conditions of acceptance to the RFP.
- f) The successful bidder is entirely responsible for due performance of the AGREEMENT in letter and spirit and all other documents referred to in the acceptance of RFP.
- g) If the selected bidder fails to submit the Security Deposit, then empanelment will be cancelled and EMD terms will be enforced.
- h) No interest shall be payable by IITB to the bidder on Security Deposit.
- i) If successful bidder fails to perform AGREEMENT terms and conditions then the Security Deposit will be forfeited and the bidder will be debarred from participation in any RFP notified by IITB for a period of two (2) years.

6. Transfer and Subletting

- a) The bidder shall not sublet, transfer, assign or otherwise part with the acceptance of the RFP or any part thereof, either directly or indirectly, without the prior written permission of IITB.

7. Validity of Offer

- a) This RFP is valid for a period of One Hundred and Eighty (180) days from the date of opening of the bid.
- b) The bidders shall not revise the proposals unless such directions are given in a corrigendum (if any).

8. Indemnity

- a) The selected bidder must/will indemnify IITB and its stakeholders against all third-party claims of intellectual property rights infringement including infringement of patent, trademark, copyright or industrial design rights arising from the use of the services, designs, codes, chips etc. and related services or any part thereof. IITB and its stakeholders stand indemnified from any claims that the hired manpower / bidder vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the contract or the provision of services therein.

9. Force Majeure

- a) If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events") neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist.
- b) The decision of IITB as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding thirty (30) days, IITB may at its option, terminate the contract without any obligation to compensate or performance on its part.

10. Jurisdiction

- a) The laws of India shall govern this RFP.
- b) In the event of any dispute over this empanelment, the decision of IITB shall be final and binding.
- c) This RFP is subject to the exclusive jurisdiction of the Courts at Mumbai.

SECTION 6 - COMMERCIAL BID

Ref. No.: MMD/EDTECH-SP/2022-23

Prospective ETSPs will have to participate in the competitive bidding. The minimum IITB revenue shares for different CEP course types are mentioned in the table below. ETSPs can quote a higher revenue share for IITB.

Sr. No.	Mode of Delivery	Minimum “IITB Revenue Share”	Quoted “Revenue share of IITB”
1.	MOOC	45%	
2.	Blended (~80% Async., 20% Sync.)	50%	
3.	Synchronous	55%	
4.	Classroom Based Courses	60%	

SECTION 7 - ANNEXURES

ANNEXURE I - BIDDER'S INFORMATION

(On Company / firm's Letterhead)

Details of the Bidder:		
1	Name of the bidder	
2	Registered Office/Shop Address of the bidder	
3	Details of the Incorporation/Shop Establishment License of the Company	Date:
		Registration No.:
5	Valid GST Registration No.	
6	Permanent Account No. (PAN)	
7	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
8	Address for Communication	
9	Telephone No. (with STD Code)	
10	Email Address of the contact person	
11	Fax No. (with STD Code)	

Yours faithfully,

(Signature of the bidder) Printed Name

Designation

Seal

Date:

Business Address:

Encl: As above

ANNEXURE II – DECLARATION REGARDING CLEAN TRACK

(On Company / firm's Letterhead)

To,

Date:

The Assistant Registrar (MM)
Materials Management Division
Main Building, IIT Bombay,
Powai, Mumbai – 400 076.

Dear Sir,

Sub: RFP No. MMD/EDTECH-SP/2022-23 dated 29th April 2022 for “Empanelment of EdTech Service Providers for IIT Bombay’s Continuing Education Programmes”.

I/we carefully gone through the Terms & Conditions contained in the above referred tender document. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

Sr. No.	Country in which the company is debarred/blacklisted/ case is pending	Black listed / debarred by Government / Semi Government Organizations/Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the bidder) Printed Name Designation

Seal

Date:

Business Address:

Encl: As above

ANNEXURE III - DECLARATION OF ANNUAL TURNOVER

(On Company / firm's Letterhead)

To,

Date:

The Assistant Registrar (MM)
Materials Management Division
Main Building, IIT Bombay,
Powai, Mumbai – 400 076.

Dear Sir,

Sub: RFP No. MMD/EDTECH-SP/2022-23 dated 29th April 2022 for “Empanelment of EdTech Service Providers for IIT Bombay’s Continuing Education Programmes”.

1. I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F. Y. 2020-21

Yours faithfully,

(Signature of the bidder) Printed Name Designation

Seal

Date:

Business Address:

Encl: As above

ANNEXURE IV - UNDERTAKING for BID SECURITY
(To be issued by the bidder on company's letter in lieu of EMD)

To,
The Assistant Registrar (MM)
IIT Bombay
Mumbai - 400076

We, M/s (name of the firm) , with ref. to RFP No. **MMD/EDTECH-SP/2022-23 dated 29th April 2022 for “Empanelment of EdTech Service Providers for IIT Bombay’s Continuing Education Programmes”**.

Here by undertakes that:

- 1) We accept all the terms and conditions of the tender document.
- 2) We accept that, we will not modify our bid during the bid validity period, submit Security Deposit within the stipulated period and honour the contract after award of contract.
- 3) In the event of any modification to our bid by us or failure on our part to honour the contract after final award or failure to submit Security Deposit, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology, Bombay for a period of one year.

Yours faithfully,

(Signature of the bidder)
Printed Name Designation
Seal
Date:
Business Address:

SECTION 8 – CHECKLIST

Bidders are required to submit the following documents :

I. Envelope A (Technical) :

- a. Documentary evidence in support of Eligibility criteria & Technical Bid (Section - 2)
- b. Annexures (Section - 7)
- c. Any other relevant information/document

II. Envelope B (Commercial Bid) :

- a. Commercial Bid (as per format of Section - 6)