

### Disclaimer

All information contained in this Request for Proposal (RFP) provided is in the good interest and faith. This is neither an agreement and nor an offer/ invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Odisha Skill Development Authority reserve the right to reject any or all the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Odisha Skill Development Authority also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP.

Odisha Skill Development Authority reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Odisha Skill Development Authority. Neither Odisha Skill Development Authority nor their employees and associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Odisha Skill Development Authority or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to OSDA and shall not be used by the Bidder for any other purpose, distributed to, or shared with any other person or organization.





#### **ODISHA SKILL DEVELOPMENT AUTHORITY**

Request for Proposal (RFP) for empanelment of agency to supply online licenses to impart Digital Skills under the NUA Odisha scheme of Government of Odisha in Technical Institutes

No. OSDA /2023/OSDA -TRG -MISC-0002-2023/03/DE Date: 27.10.2023

Odisha Skill Development Authority Bhubaneswar, Odisha, invites Proposals from interested agency for empanelment to supply online learning platform licenses for imparting digital skills to students of institutes in Odisha. The training programs offered will be to meet the current as well as future skill needs of the respective industry.

The details regarding eligibility criteria, scope of work to be taken up, RFP schedule, terms and conditions and the prescribed application formats are available in the tender section of https://skillodisha.gov.in.

. Interested applicants may send their offers containing all the requisite details in sealed covers to the undersigned by 4 P.M. of 16/11/2023 through Registered Post/Speed Post/ Courier only and the same will be opened at 4.30 P.M. on the same day. The Authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Any updated, corrigendum, addendum etc. shall be made available only at Tenders section of the OSDA portal.

S d/-

# Chief Executive Officer Odisha Skill Development Authority

Sriya Square, Unit-3, Bhubaneswar – 751007, Odisha, Ph. No. - (0674) 2391320, Website: www.skillodisha.gov.in,

E-Mail: dirosems@gmail.com / emp.osda2018@gmail.com / ceo.osda@skillodisha.gov.in



## Instructions to the Bidders

- I. Odisha Skill Development Authority (OSDA), an apex body of Govt of Odisha, since its formation is working relentlessly towards Government of Odisha's highest priority i.e. skill development in the State. Odisha Skill Development Authority (OSDA)'s, primary objective is to guide, implement, coordinate, and oversee all skill development programs in the state. OSDA also ensures quality skill training standards and sustained employability of trained youth, with an objective to provide outstanding skilled workforce comparable to the best in the world. OSDA has been implementing some of the flagship schemes like PMKVY, Chief Minister Employment Generation Scheme (CMEGP) and Placement Linked Training Program (PLTP). Apart from the primary objective of imparting quality skill education to the youth, it has been endeavoured by the Authority to also provide better job opportunities to the youth.
- II. Government of Odisha in the recent budget presentation have earmarked INR 100 crores toward imparting Digital Skilling on 24 February 2023, when the Odisha Finance Minister Niranjan Pujari presented the Odisha Budget 2023-24. The scheme named as **Nutana Unnata Abhilasha Odisha** that aims to train 1 Lakh youth in the state in the emerging technology areas.

The unique proposition of the scheme is as follows:

- a The Scheme will be focussing on Emerging Technologies skill development to build a talent fuel line for the industry in areas such as Cloud Computing, Artificial Intelligence, Augmented Reality-Virtual Reality, Data Science, 3D printing, Connected Vehicles, application of emerging technologies in domain areas of automobile, manufacturing, agriculture etc.
- b The coverage will be One Lakh Youth in a schedules manner with proper checks and balance system in place.
- c In line with the growth trajectory of the state economy and industry prowess, the scheme aims to enhance the skills of the youth and prepare them for the demands of the modern workforce.

The measurement criteria of success will be the following.

- a. Digital Literacy improvement
- b. Potential employment it generated.
- III. Today in this disruptive world technology is deep rooted in everything that we do. The pace at which technology is evolving is extremely fast. For example, what in yesteryears technology used to evolve in a decade is now seen to evolve in less than a year. Keeping that in the mind our institutes like ITI, Polytech, Engineering Colleges, Graduation etc needs to quickly adopt to Industry 4.0 framework so that our Skilled-in-Odisha professionals are made Ready-to-Deploy in the industry.
- IV. This tender is only for Online Learning Platform (OLP) providers or their authorized partners/agencies/resellers to provide required online learning courses to youths of Odisha who have applied through the OSDA website.





# Important terms & conditions

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Performance Bank Guarantee (PBG)	Irrevocable Performance Security of value 10% of the contract value in form of BG issued by Scheduled / Nationalized Bank in favour of OSDA. To be submitted at the correspondence address within 15 days of issuance of Purchase Order after the candidates enrolment cut-off date.
Duration of Contract	5 Years.

# Schedule for Invitation of RFP

Α	Name of the Client	Odisha Skill Development Authority (OSDA)				
В	Address from where the RFP can be obtained	Website: <a href="http://empmissionodisha.gov.in">www.skillodisha.gov.in</a> and the tender section from <a href="http://empmissionodisha.gov.in">http://empmissionodisha.gov.in</a>				
С	Address where response to RFP has to be submitted	Address: Directorate of Employment, Govt. of Odisha, Niyojan Bhawan, Kharvela Nagar, Sriya Square Bhubaneswar-751001				
D	Issue of RFP Document	<mark>27.10.2023</mark>				
E	Date for submission of Pre-Bid Queries	By 03.11.2023 through email. Email ID: emp.osda2018@gmail.com				
F	Date of Pre-Bid Meeting	Efforts will be made to clarify the queries through email. In case a need is felt for a meeting, then it will be organised through online medium and the same shall be intimated.				
G	Time and date of submission of response to RFP	On 16.11.2023 latest by 4:00 pm				
Н	Time, Place and date for opening of Technical Proposal	On 16.11.2023 at 4.30pm at 2 <sup>nd</sup> Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001  The bids will be opened in presence of the bidders who choose to be present and will have a virtual mode of those bidders who may not join in person.				
I	Date for finalisation of evaluation of Technical Bids by Competent Authority	21.11.2023.				
J	Time, Place and date for opening of the Financial Proposal	24.11.2023.  The financial proposal will be opened in presence of the bidders who qualify as per the criteria stated under the Prequalification and Technical Proposal.				
К	Bank Gurantee	Performance Bank Guarantee (PBG) amounting to 10% of the Total Contract Value will be deposited with OSDA as per standard RFP process of Government of Odisha valid for a period of 60 days issued to "Odisha Skill Development Authority (OSDA)". However this will be produced not as a				





	part of empanelment but when the purchase order for the
	ensuing year will be awarded to the empanelled partners.

# Pre-qualifications & technical criteria

A proposer participating in the tender process shall possess the following minimum prequalification/ eligibility criteria. (Bidder needs to fill the checklist given in Annexure A)

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S. No.	PQTQ criteria	Supporting Documents
1.	The bidder should be a legally registered entity in India.	Certificate of Incorporation / Certificate of Registration or similar legal document for Global Entity as well as Indian entity.
2.	The Bidder should have minimum average turnover of Rs. 50 Lacs in India during last three financial year.	Audited Financial Statements (Balance sheet & Profit & Loss statement)  In case books are not audited for the period, CA Certificate along with UDIN for
		provisional figures shall be submitted.
3.	The bidder should be original service provider or its authorised sub-dealer/reseller/ subsidiary unit.	Certificate of such association in case if the bidder is not an OLP.
4.	The bidder should have valid GST and PAN number.	Self-attested copy of the GST certificate and PAN of the bidder and OEM if bidding is through partnership.
5.	The bidder should not be blacklisted by the State/ Central Government /State PSU as on bid submission date.	Self-certified letter on Online Learning Platform provider's letter head and it's partner as prescribed in Annexure C
6.	The platform should provide at least 1500 courses as per required domains enlisted in Annexure E	Self-certificate on Online Learning Platform provider's letter head duly signed by authorised signatory
7.	The platform should consist or must have a future schedule of courses curated by below mentioned categories of leading Indian universities or other top NIRF ranked Institutions:  a) Indian Institute of Technology (IITs) b) Indian Institute of Management (IIMs) c) Indian Institute of Information Technology (IIITs) d) Indian School of Business (ISB)	Provide links of courses being offered by these institutions on Online Learning Platform. The link should be easily accessible.



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	e) Indian Statistical Institute (ISI)	
8.	The platform should also consist of courses curated by Ivy League and other top ranked universities globally.	Provide links of courses on Online Learning Platform and on respective universities' portal for at least one from any of Ivy league university. The link should be easily accessible.
	The platform should also consist of courses offered by the Fortune 500 software industry companies and leading industry organizations focussing on emerging technologies.	Provide links of courses on Online Learning Platform and on respective companies' portal from at least one Fortune 500 software industry companies and leading industry organizations focussing on emerging technologies. The link should be easily accessible.
	The bidder should provide authoring capability where user can create their own courses and projects; in Hindi/English language.	Self-certificate on Online Learning Platform provider's letter head duly signed by authorised signatory.
11.	The platform should have a built-in feature to gauge the skill level of the resources and recommend courses based on such analysis.	Self-certificate on Online Learning Platform provider's letter head duly signed by authorised signatory
	The bidder should provide stack ability where learners can stop at one course or stack multiple courses and projects for deeper transformational learning.	Self-certificate on Online Learning Platform provider's letter head duly signed by authorised signatory
13.	The bidder should provide range of courses of similar nature as per Annexure E. These courses may be of short duration refresher course / project based learning (from one hour) to certification from recognised OEMs & partner universities/diploma (4-6 months).	Self-certificate on Online Learning Platform provider's letter head duly signed by authorised signatory



	Bidder should have worked with at least 10 different Governments or Govt departments globally	Work orders of the relevant work with contact persons of each work order for reference check if required. Also a reference table of the workorder details may be shared if possible with contact name and number of the customer organization for potential reference checks.
	At least 50% of the content available on the platform should be available for free audit.	Self-attested letter with evidence if any on the letter head of Online Learning platform provider.
16	Conflict of Interest	Bidder and Online Learning Platform provider should submit undertaking that no-conflict of interest shall arise in case of selection of agency for execution of scope of work in their respective letter head
	On successful completion of course a learner should get the joint certification from the platform and the university/ organisation offering the course	Self-attested letter from authorized signatory on the letter head of Online Learning platform provider.
	The platform should have defined career tracks for 30+ emerging Job Roles	Self-attested letter from authorized signatory on the letter head of Online Learning platform provider.
	Platform should be able to give access to 1000+ self paced Projects	Self-attested letter from authorized signatory on the letter head of Online Learning platform provider.



20	dashboard access to track learner progress	Self-attested letter from authorized signatory on the letter head of Online Learning platform provider.
21	flexibility to rotate licenses among different	Self-attested letter from authorized signatory on the letter head of Online Learning platform provider.

"The above-mentioned clauses are indicative. Post sanction of contract / empanelment additional clauses will be added as deemed necessary by OSDA".

Note: All the above-mentioned documents must be attached as a part of the response.

I. Bidders to provide Compliance (Yes/No) against each item in the Pre-Qualification/Technical

Eligibility Compliance Template as part of technical proposal (Annexure A)

# Scope of the engagement

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to: -

- I. The bidders should provide required courses to build capacity of the youths of Odisha, and to provide necessary certificate of successful completion for this.
- II. The bidder shall provide minimum of 5000 licenses/ year to access courses on the platform. Proposal has to be submitted for a period of five years. The validity of each licence will be 12 months and will be renewed very year for a period of 5 years. However the count of license will be determined based on nomination from the NUA



Odisha Digital Skilling Portal which will be open from December to February every year where students will apply for the program which will be duly approved by the respective institutes followed by OSDA. Based on the approved numbers for the empanneled partners, work orders will be issued. Based on the work order the PBG and other financial terms & condition will be applicable. Also it is expected to share the price slab of 5,000 cohorts upto 2 lakh licenses for any future demand if any.

- III. The bidders should provide required courses to increase employability of the students in colleges of Odisha, and to provide necessary certificate of successful completion for the courses completed by the students.
- IV. To perform the gap analysis of the students to ascertain their current level of learning and recommend courses based on such analysis.
- V. Deliver futuristic technology certifications from Top Global Organisations like Google, Meta, IBM, Salesforce, SAP, Microsoft, Tally, etc for Digital Job roles.
- VI. Build strong story on learning & career outcomes as competitive advantage through industry micro-credentials for the students in institutes of Odisha.
- VII. Enabling Learner Groups across Engineering, Management, Degree, Healthcare, Polytechnic & ITI institutes to build technical skills by enabling them on basic digital skills and emerging job ready specialisations.
- VIII. Support these learners in further building career skills by Enhancing soft skills as well get them job interview ready through AI assisted interview simulation platforms and by conducting Hackathons aligned to Job roles.
- IX. Build Skill based digital profiles for students sharable with potential employers' that can be integrated with Government of Odisha employment portal showcasing skills and projects that students have developed through API based integration.
- X. Offer Learning flexibility across web and mobile app for better accessibility even in the remote parts of the country.
- XI. Offer courses in Emerging Tech Areas must have courses.
  - a Artificial Intelligence
  - b Machine Learning
  - c Industrial IOT
  - d Data Analytics
  - e Engineering Design
  - f Digital Manufacturing
  - g Robotics
  - h 3D Printing
  - i GIS
  - j Cybersecurity
  - k AR / VR
  - I Data Warehouse Development
  - m Fullstack / Cloud Developer
  - n iOS/ android development
  - o And other emerging technology domains that has potential job opportunities in the market for freshers.
- XII. Create dashboards to show skill progression of the students. The company offering platform and services should share the reports and not only the resellers or should be available on the platform via a easily accessible dashboard.



- XIII. Train students on the career skills on self-paced mode that employers are hiring for in high growth sectors.
- XIV. Give students hands-on projects to practice skills and build a portfolio that stands out to employers. Access to projects.
- XV. Set up a separate portal for the students of OSDA with the organisations own and OSDA's branding.
- XVI. SSO integration with OSDA portal and assign admin rights to each college to monitor the performance of the students.

#### **Functional Requirements**

- I. The platform should provide courses for training of various levels of resources in the same domain.
- II. Ability to switch, remove or add learner to licenses at any time with no need for permission from the platform. The right to do such switches, removal or addition must remain with the OSDA admin.
- III. The bidder should provide the logo of OSDA on the console and its name & logo on the certificate of completion.
- IV. Per license fee shall include all type of costs for successful completion of all courses of all types as well as authoring of new courses by OSDA.
- V. The bidder shall provide a dedicated resource (SPOC) for redressal of any type of grievance related to delivery of the terms of contract during the period of the contract.
- VI. The bidder shall also provide a single point of contact for program managing the initiative and from time to time provide recommendations to update the course catalogue.
- VII. The bidder shall also be responsible for attending the review meetings with OSDA and provide insights and guidance based on experience in similar engagements.

#### Requirement for Admin Console & Sub-Admin Consoles

The Bidder need to provide an Admin Console and Sub-Admin Consoles to perform the following activities as mentioned below:

#### Functionalities of Admin Console

- I. Create Sub-Admin for management of users at an institute level.
- II. Create/Modify/Delete/Assign/Register Users.



- III. Assign Courses to Users.
- IV. Track Enrolled/Assigned User Activity which includes:
  - a. Monthly Activity
  - b. Quarterly Activity
  - c. Semi Annual Activity
  - d. Annual Activity
- V. Track no of active Users.
- VI. Track average Time utilized.
- VII. Download Reports, such as:
  - a. User Course Activity Reports
  - b. User Progress Reports
  - c. Course Completion reports (built capacity report)
  - d. Gap analysis reports.

#### Functionalities of Admin Console

- I. Assign the courses to Users under the group II. Track activity of users under the group
- III. Download Reports such as:
  - a. User Activity Reports
    - i. Monthly Activity
    - ii. Quarterly Activity
    - iii. Semi Annual Activity
    - iv. Annual Activity
  - b. User Progress Reports
  - c. Course completion report
  - d. Gap analysis report

# Service Levels Agreements

The below mentioned penalty are capped maximum up to 10% of total estimated contract value after which, OSDA may terminate the Agreement/Contract and the Performance Bank Guarantee may be forfeited.

Sr. No.	Deliverables	Timelines (in weeks) (T=Sign of Contract)	Penalty
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1	Providing Licences along with the access credentials for Admin User with required functionalities as mentioned in Clause 8.1.	T+2	1% of the total project cost for delay of each week
2	Delay in extending support in administration and program management more than a week of receiving the request from OSDA.	T+2	1% of the total project cost for delay of each week

# **Payments**

- i. Bidder will be required to submit the invoice after supplying the actual quantities of Online Learning Platform (OLP) licences which shall be valid for the period of 5 years on the rates quoted in financial bid for minimum of 10000 user licences as per the scope of RFP.
- ii. Payment will be made with taxes after deducting penalties if any and subject to verification of the supporting documents by OSDA.
- iii. Payment would be made in Indian Rupees only based on the actual resource deployed by the agency and dollar value fluctuation will not be taken into consideration.
- iv. Payment to the agency shall be paid by OSDA maximum within 60 days of invoice submission. The schedule of the payment is 60 days upon receiving the invoices in correct format and facts related to the milestones.
- v. All payment will be made in INR.
- vi. The Payment milestones will be
  - a Award of Contract / Work Order for a period: 10% of the contract value
  - b Actual Start of the Engagement (Kick-off): 10% of contract value
  - c Delivery of Licenses for the said period: 60% of the contract value
  - d Completion of the Contract / Work Order for a period: 20%

Submission of bids to RFP



The RFPs need to be submitted as per the formats enclosed in Annexures. The RFP document along with all supporting documents and certificates shall be submitted in a single sealed cover with double envelope (one envelope super scribed Technical Proposal and second envelope super scribed as Financial Proposal), which shall be super scribed as "Request for Proposal (RFP) for empanelment of agency to supply online licenses to impart Digital Skills under the NUA Odisha scheme of Government of Odisha in Technical Institutes".

- a) The RFPs shall be supported by the documents as listed in **Annexures**.
- b) While preparing the RFP, the applicant is expected to examine this document in detail. Material deficiencies in providing the information requested in the document may result in rejection of the RFP.
- c) The applicants shall bear all costs associated with the preparation and submission of their RFP and OSDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- d) OSDA is not bound to accept any RFP and reserves the right to annul the selection process at any time prior to the selection.
- e) The RFP shall be signed in original and stamped on each page.
- f) If the envelopes and packages with the RFP are not sealed and marked as required, OSDA shall assume no responsibility for the misplacement, loss or premature opening of the RFP.
- g) The RFP or its modifications must be sent to the address indicated of the OSDA in this RFP and must be received by OSDA no later than the deadline indicated there in or any extension to this deadline. Any RFP or its modification received by OSDA after the deadline shall be declared late and rejected.
- h) The RFP shall be valid for a minimum period of 120 days from the last





date of submission.

#### Method of Selection of Industry Partner

- a) An Evaluation Committee constituted by the OSDA shall carry out a detailed evaluation of the bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the RFP.
- b) The committee may call from presentation of the proposal to the bidders.
- c) The evaluation process will have technical evaluation & financial evaluation.
- d) The Committee members will assess the original copies of all documents (signed and stamped) as in the original soft copy of the proposal as submitted through email and presentations of the applicant on specific parameters related to their capacity to deliver.
- e) Sanction of empanelment will be done by the committee after assessing documents submitted and presentation.
- f) Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- g) The Committee may ask to seek clarifications on their RFPs from the applicants.
- h) The Committee reserves the right to reject any or all proposals on the basis of any deviations. Selection of the bid will be done solely at the discretion of the Committee.
- i) OSDA reserves the right to accept or reject any RFP, and to annul the evaluation process and reject all proposals at any time prior to sanction of contract, without thereby incurring any liability to the affected proposal or applicants.
- j) Each of the responses shall be evaluated as per the criteria and requirements specified in this document in Annexures.
- k) The qualifying score in the evaluation is 70 out of the total score of 100.
- I) If adequate nos. of firms do not qualify, then, OSDA, may reduce





the qualifying score, however, it shall not be less than 60.

- m) Financial Proposal will be opened for the applicants those qualified in the Pre-Qualification and Technical evaluation only.

  OSDA may seek the technically qualified bidders for power-point presentation on the proposal submitted.
- n) The financial bid shall include all duties, levies, taxes except for GST, which shall be payable as per extra on the basis of the prevailing tax rates.
- o) If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for further calculations.
- p) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (iii) above.
- q) The bidder with the lowest price among the Financial Bids will be the L1 bidder. For empanelement the other qualified bidders in the technical round will have to match with the L1 price.
- r) If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
- s) No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.

#### Disqualification

The RFP would be disqualified at any time during the evaluation process at the sole discretion of the OSDA for the following reasons:

- a) Submitted the bid after the response deadline.
- b) Made misleading or false representations or suppressed relevant information in the RFP (including documents, forms, statements, attachments, presentations, etc.)





submitted as proof of the eligibility requirements or as part of the RFP.

- c) Failure to meet any of the eligibility criteria as mentioned in the document.
- d) Failure to provide clarifications, non-responsive and/or substantive responses, when sought.
- e) Debarred/ Blacklisted by any Government/ Semi Government/ Government owned Agency including Quasi-Government Sector Organization for corrupt, fraudulent practices or reasons related to non- performance in an engagement on the date of opening of EOI. Please use the format provided in the annexure.
- f) Found to have conflict of Interest for this assignment.
- g)On any other ground as may be deemed fit by OSDA.

#### Confidentiality

- a) From the time the bids are opened to the time the selection is declared, the applicant should not contact OSDA on any matter related to its RFP evaluation. Information relating to the evaluation of RFP and award recommendations shall not be disclosed to the applicants who submitted the RFP or to any other party not officially concerned with the process, until the publication of the selection declaration.
- b) Any attempt by the shortlisted applicants or anyone on behalf of the applicant to influence improperly the client in the evaluation of the EOI or agreement award decisions may result in the rejection of its RFP.

The format for evaluating the Technical Proposal is provided below.

	Format for	Technical Eval	uation	
Name & address of the Applicant:				
(For office	use only)			
SI.	Criteria	Maximum	Marks	Remarks
No	Criteria	Marks	Obtained	Remarks





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			T	<u> </u>
	Years of business			
	experience:			
	a) Zero year of experience			
	0 marks	40		
1	b) Upto 2 year of	10		
	experience 1 marks			
	c) For every 1 years of			
	experience 1 marks upto a max of 10 marks			
	Bidder should have worked			
	with at least 10 different			
	Governments or Govt			
	departments globally			
	a) For 10 organizations.: 5			
2	marks	10		
	b) Between 11 to 20			
	Organizations.: 8 marks			
	c) Above 20			
	Organizations.: 10 marks			
	Average annual turnover			
	(last 3 financial years i.e.			
	2020-21, 2021-22 & 2022-			
	23):			
3	a) Between Rs.50 Lakhs			
	to Rs.1 Crore: 5 marks	10		
	b) For every 50 Lakhs			
	above Rs.1 Crore: 1 mark for			
	each up to maximum of 10			
	marks			
	The platform should			
	provide at least 1500			
	courses as per required			
	domains enlisted			
4	in Annexures	30		
	a) 1500 courses.: 10			
	marks			
	b) For every additional 500 courses 5 marks each			
	upto 30 marks			
	The platform should also			
	consist of courses curated			
	by the mentioned			
_	categories of leading Indian	40		
5	universities in the RFP	10		
	For every reputed universities			
	mentioned in the RFP will			
	carry 1 mark upto 10 marks			
	The platform should have			
	courses from top			
	universities globally.			
6	a) upto than 10	20		
	universities: 1 marks			
	b) For every 10 universities 1 additional marks upto 20			
	marks maximum			
I	manto maximum		<u> </u>	1



7	The platform should also consist of courses offered by the Fortune 500 companies preferably organizations whose courses are for job markets.  a) upto than 10 organizations: 1 marks b) For every 2 organizations 2 additional marks upto 10 marks maximum	10		
	Total	100		

## Financial Evaluation

- I. The Evaluation Committee (EC) would scrutinize the commercial bids. Bids not in compliance to the commercial bid format shall be rejected straightaway.
- II. If there is only one bid, OSDA reserves the right to process the single bid or take recourse to the process of re-tendering.

#### Selection Process

- I. The bidder qualified in Eligibility criteria in empanelment selection process rate shall be the successful bidder.
- II. In order to reach such a determination, the committee shall adopt empanelment method for evaluation and examine the information supplied by the applicants as well as evaluate the same as per the eligibility criteria specified in this RFP.
- III. Based on the technical evaluation for those bidders whose score is 70 out of 100 in technical round will be allowed to open the financial bids.
- IV. The Committee will also evaluate the Financial Proposal for the Project submitted by the bidder. The lowest financial bid will be the baseline price and empanelment of the bidders will be done for those bidders who agree to the lowest bid price meeting the pre-qualification criteria and a score of 70 out of 100 in the technical evaluation.



- V. However, the committee may consider to lower the technical score to have more competitive field.
- VI. A student can only take one platform in a year which will be a constraint in the NUA Odisha portal to ensure more youth are covered.
- VII. There has to be a API integration between NUA Odisha portal which will be the single UI for student registration and if a student selects an empanelled partner for a year then through API the details will be available in the partner portal and similarly the information related to progress and completion to be made available for State leadership dashboards.
- VIII. All the qualified bidders who agree to L1 price will be recommended by the committee for the empanelment.

## Signing of Contract

- I. Selection will be for a period of five years for providing the licences for Online Learning Platform (OLP) as per the terms and conditions mentioned in RFP.
- II. The incidental expenses of execution of agreement/contract shall be borne by the successful empanelled bidder.

#### Performance Bank Guarantee

- i. The bidder who is selected as Online Learning Platform (OLP) provider with OSDA under this RFP shall submit a Performance Guarantee of an amount as mentioned in section 2 Important Terms & Conditions in the form of Performance Bank Guarantee (PBG) for the engagement period plus 90 days. All charges with respect to the Performance Security shall be borne by the bidder. The PBG will be issued based on annual contract / purchase order released for an empanelled partner as per the student registrations in the NUA Odisha portal.
- ii. The Performance Security shall remain with OSDA for the engagement period plus 90 days.
- iii. The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance security.



## **Period of Contract**

i. Contract for selection for Online Learning Platform (OLP) will be signed with the successful bidders for a period of 5 (Five) years.

## **Termination of Contract**

#### **Termination for Default**

- I. OSDA may, without prejudice to any other remedy for breach of contract, by written 60 days' notice of default sent to the selected agency, terminate the contract in whole or part if the selected agency fails to deliver any or all of the systems within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the successful bidder fails to perform any other obligation(s) under the Contract.
- II. In the event that OSDA terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the selected agency shall be liable to pay OSDA for any excess costs for such similar systems or services. However, selected agency shall continue the performance of the Contract to the extent not terminated.

#### Termination for Insolvency

OSDA may at any time terminate the Contract by giving a written notice of at least 60 days to the selected proposer if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OSDA.

#### Termination for Convenience

OSDA, by 60 days' written notice sent to the selected agency, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for OSDA's convenience, the extent to which performance of the selected agency under the contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by selected agency would be paid by OSDA.

# **Financial Proposal**



- i. The proposals shall be valid for a period of three (03) months from the date of opening of the proposals. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, OSDA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.
- ii. Unless expressly indicated in this tender, bidder shall not include any technical information regarding the services in the financial proposal. Additional information directly relevant to the scope of services provided in the tender may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. The financial Proposal should not comprise of any direct/ indirect conditions. It is required that all the financial proposals submitted against the tender should be unconditional. If the financial proposal contains conditions OSDA may consider rejecting such proposals.
- iii. It is also required to submit a pricing slab for each additional 10000 licenses up to a limit of 2 lakh licenses for each year which may be used in subsequent years in case OSDA prefers to increase the annual intake of licenses beyond the stated 10,000 licences as mentioned in this RFP. This slab will be also valid for the entire contract period. However for the evaluation purpose L1 will be determined purely based on the price sheet for 10,000 licenses. The slab pricing sheet should be added as an annexure in the RFP response.

# Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State of Odisha prevalent during & at the time of signing of contract. The courts in Bhubaneswar shall have the jurisdiction.

# Force Majeure

- i. Notwithstanding the provisions of conditions of contract, the successful bidder shall not be liable for forfeiture of its performance security or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purpose of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of OSDA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the successful bidder shall promptly notify OSDA in writing of such conditions and the cause thereof. Unless otherwise directed by OSDA in writing, the successful bidder shall continue to perform its obligations under





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the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



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## Annexures:

## Annexure A - Pre-Qualification/Technical Eligibility Compliance Template

S. No.	PQTQ Criteria	Supporting Documents	Compliance (Yes/No)	Ref. Pg. No. of Document submitted by Bidder
1.	< <pqtq 1="" criteria="">&gt;</pqtq>	< <pqtq 1="" criteria="">&gt;</pqtq>	Yes/No	Page No Reference
2.	< <pqtq 2="" criteria="">&gt;</pqtq>	< <pqtq 2="" criteria="">&gt;</pqtq>	Yes/No	Page No Reference
3.	< <pqtq 3="" criteria="">&gt;</pqtq>	< <pqtq 3="" criteria="">&gt;</pqtq>	Yes/No	Page No Reference



# Annexure B – Online Learning Platform (OLP) Provider's Authorization Form

To,	Date:
Chief Executive Officer	
Odisha Skill Development Authority	
Bhubaneswar, Odisha	
In response to the RFP Ref. No	Platform Licenses for OSDA, OLP
I/We confirm that as on the date of this letter << PARTN due authorization from us to use our Online Learning P referenced tender. Should << PARTNER>> be awarded referenced tender, OLP provider will support << PARTN services in accordance with the then prevailing comme	Platform for the purposes of the above I the contract resultant from the above IER>> with our Online Learning
Yours faithfully, (Name): (Name of Online Learning Platform (OLP) provider):	
Note: This letter of authority should be on the letterhead signed by authorized signatory	d of the OLP provider and should be





To.

## Annexure C - Undertaking For Non-Blacklisting

# {To be submitted on the letter head of the bidder}

Date:

Chief Executive Officer

Odisha Skill Development Authority

Bhubaneswar, Odisha

In response to the RFP Ref. No	dated
for Selection of Agency for Supply of Online Learnir	ng Platform Licenses for OSDA, as an
Owner/ Partner/ Director/ Auth. Sign. of	, I/ We
hereby declare that presently our Company/ agency	/, at the time of
bidding:	

- (a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the OSDA;
- (b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
- (c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ State PSU.
- (d) Does not have any previous transgressions with any entity in India or any other country during the last three years.
- (e) Does not have any debarment or blacklisting by any other govt. department/ organization/ society.
- (f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- (g) Does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- (i) Will comply with the code of integrity as specified in the bidding document.





If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoO, my/ our security may be forfeiture in full and our proposal, to the extent accepted, may be cancelled.

Thanking you,

Authorized Signature {In full and initials with Seal}:
Name and Title of Signatory:
Name of Bidder (Agency/ Company's name):
In the capacity of:
Address:
Contact information (phone and e-mail):
Date & Time& Place:



## Annexure D – Financial Bid Cover Letter & Format

Fii	inancial Bid Covering Letter:		
To, Chief	Executive Officer	Date:	
Odish	na Skill Development Authority		
Bhuba	aneswar, Odisha		
Refere	rence: : Dated:		
Dear (	Sir,		
a)	I/We, the undersigned proposer, having read & examined in detail, to Document, the receipt of which is hereby duly acknowledged. I/ we, the un offer our best commercial rates to provide services with the said tender and in accordance with the schedule of Price indicated in the Price Bid and of this Tender.	ndersigned, documents	
b)	If our Bid is accepted, we undertake to complete the project within the schelines.	eduled time	
c)	We confirm that this offer is valid for 120 from the date of submission of the OSDA.	ne bid of to	
d)	This Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.		
e)	We agree that the OSDA is not bound to accept the lowest Bid or any Bid, o may reject all bids.	r the OSDA	
f)	I/We agree to all the terms & conditions as mentioned above & in the bidding and submit that we have not submitted any deviations in this regard.	g document	
Date: Autho Name	orized Signatory		
Desig	nation:		
Fii	inancial Bid :		





Name of the Bidder:

Address:

We submit herewith the Financial Proposal for the assignment proposed by OSDA:

S. No.	Particulars	Quantity / Year	BASIC RATE without GST In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT Without GST
		Α	В	C = (A*B)
1	Online Learning Platform - User License Fee for the each Year for 5 years	5000		
Grand Total of "C" (In Figures)				
Grand Total of "C" (in Words)				

#### Notes:

- I. The yellow highlighted portion shall only be filled by the bidder.
- II. The aforesaid quantities are tentative and normative for bid assessment, actual quantities may vary subject to prevailing conditions and requirement, therefore OSDA cannot be asked/expected for guaranteed procurement of mentioned quantities and billing will be done on actual usage/procurement.
- III. The Bidder is required to quote prices inclusive of cost of incidental services, applicable taxes and duties, exclusive of GST which shall be paid as per the prevailing rates.
- IV. The amount in column "C" (Total Cost) shall be evaluated for financial bid.
- V. The Payment for the aforesaid quoted value shall be paid in accordance with clause of 'Payment terms'.
- VI. Please provide slab wise pricing in the cohort of 5000 licenses upto 2 lakhs licenses as an annexure for price blocking for any additional requirement in future if any. The department may issue additional cohorts based on the demand from the state.

#### Annexure E – Domains Level Course Requirement

Following are the list of indicative Job Roles in emerging tech that platform should be able to provide skill development. While the job roles are OEM specific, however if there are similar job roles in the OEM platform, the same maybe shared in a self-certified document on OEM letter hear.

- Facebook Marketing Analyst
- Goodwill Career Coach
- Cloud Computing professionals
- Testing Professionals
- Web 3.0 professionals
- Blockchain professionals
- Data Analytics and AI/ML professionals
- BI & Datawarehouse professionals
- Drone, GIS, Remote Sensing, Photometry and Telemetry specialist
- IT Infra professional
- Cybersecurity professional
- Big Data Specialist
- Google: Data Analyst / Digital Marketeer / IT Support Specialist / Project Manager / UX Designer
- Hubspot Sales Representative
- IBM Cybersecurity Analyst / Data Analyst / Data Analyst (with Excel and R) / Data Engineer / Data Scientist / Data Warehouse Engineer / DevOps and Software Engineer / Full Stack Software Developer / Mainframe Developer / Operations Research Analyst / Technical Support Professional
- Intuit Bookkeeper
- Meta Consultant: Android Developer / Back-End Developer / Database Engineer / Front-End Developer / iOS Developer / Marketing Analyst / Social Media Marketeer
- Salesforce: Sales Development Representative / Sales Operations Specialist
- SAP: Technology Consultant / Functional Consultant
- SAS Programmer
- Tally Bookkeeper
- HR professional like Organization Behaviour / Design / Management etc.
- Consulting Professionals: Management / Technology / Finance / Project Management etc.
- Anything new emerging roles that would be trending in the period of contract.

The initiative should be able to give indicative projects for the above-mentioned job roles indicated along with courses.