



ANNA UNIVERSITY
Sardar Patel Road, Chennai – 600 025

Request for Proposal (RFP)
for
“Conduct of Certificate Courses”

Ref. No. 001 / AU / 2023 – 24

Date: 21.09.2023

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SECTION 1 – INVITATION FOR BIDS

1. About the University

Anna University (AU), one of the premier technical University in the country, proposes to conduct 'Certificate Courses' as an outreach initiative due to rapid development in technology and paradigm shifts in teaching & learning processes. This initiative is a vital need to upskill & upgrade the knowledge to the youth & working professionals. Committed to the cause of making quality education accessible to all, AU plans to significantly extend its outreach of Education Programme through collaboration with EdTech (ET) Firms / Companies. AU currently has more than 500 highly qualified faculty members in the fields of Engineering, Technology, Applied Sciences, Humanities and Management. A complete list of Departments & Centres in AU is available at "www.annauniv.edu".

The current 'Request for Proposal (RFP)' is to identify and select suitable ET Firms / Companies for conduct of Certificate Courses of Anna University.

2. Notice Inviting Tender

RFP No.	001 / AU / 2023 – 24
Date of RFP	21 st September 2023
Description	Request for Proposal (RFP) for “Conduct of Certificate Courses”
Last Date & Time of submission of Online Bid	19 th October 2023 (till 03:00 PM)
Submission of Bids	<ul style="list-style-type: none">• Two Bid System will be followed for this tender (Technical Bid and Commercial Bid).• The proposals shall be submitted in two parts, viz., Technical Bid and Commercial Bid and should be as per the formats given in 'Annexures'.• Bid documents will be available on website –

	<p>'https://tntenders.gov.in' from <u>21.09.2023</u> to <u>19.10.2023</u> upto 3:00 P.M. for online bidding. The bidders must possess a Digital Signature Certificate and submission of bids is through online on 'https://tntenders.gov.in' and any other mode is not accepted.</p>
Place of Opening of Bids	Academic Council Hall, Anna University, Chennai – 600 025.
Date and Time of Opening of Bids	20 th October, 2023 at 03:00 PM
Place of Pre-Bid Meeting	Academic Council Hall, Anna University, Chennai – 600 025.
Pre Bid Meeting Date & Time	27 th September, 2023 at 11:00 AM

SECTION 2 – ELIGIBILITY CRITERIA & TECHNICAL BID

- (A). The bidding ET Firm / Company should have a registered office in India. (Submit a copy of registration/Incorporation Certificate)
- (B). The ET Firm / Company should have offered course(s) to a minimum of 1000 candidates successfully in the last fiscal year. (Submit the documentary evidence).
- (C). The ET Firm / Company should be able to remit Rs. 10 lakhs refundable, interest free security deposit with AU on contract signing. (Submit an undertaking on company's letterhead certifying the same)
- (D). The ET Firm / Company should have offered course(s) with one or more institutes ranked within top 50 by NIRF (2023) or top 1000 by QS World University Rankings (2024). (Submit copy of workorder /Agreement along with work completion certificate, or equivalent documents).
- (E). The ET Firms / Companies proposing to offer online courses should have experience in delivering both Asynchronous (recorded) and Synchronous (live) modes. (Submit copy of work order /Agreement along with work completion certificate, or equivalent documents).
- (F). The ET Firm / Company should have a minimum of 2 years of experience in offering online courses (Submit documentary evidence in support). Firms / Companies have a minimum of 10 Professionals / Trainers on roll. (Submit documentary evidence.)

SECTION 3 – SCOPE OF WORK & EVALUATION OF BIDS

1. Scope of Work

The ET Firms / Companies 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 ET Firm / Company; AU will review them and decide on the same.
- (B). Suggest and discuss the mode of offering for a course: such as Physical, Blended, Synchronous, or Massive Open Online Course (MOOC), considering possible stack-ability of Courses / Modules.
- (C). Discuss and finalize candidate's eligibility criteria (including prerequisites) for a specific course in consultation with the Course Coordinator (CC) nominated by AU; also discuss and decide if any pre-selection quiz/examination is to be conducted.
- (D). Provide/recommend external guest speakers, as and when requested by AU, to enhance the learning experience.
- (E). Discuss and finalize for every specific course its Start Date, Duration, Course Plan, Course Outcome, Source of Teaching Assistants / Mentors (AU or ET FIRM / COMPANY), Assessment Methods and Frequency of Live Interaction.
- (F). Partial Waiver of Course fee for group of employees / students, sponsored / recommended by any organisation, subject to the approval of both AU and ET firms/ Companies.
- (G). Provide its service in all forms of Digital Marketing (own website, Google, Facebook, Twitter, direct mailers, and affiliates).
- (H). Maintain a well-trained course advisory team who would interact with prospective candidates, address their questions and assist in enrolment and registration.
- (I). Review a prospective candidate's credentials and ensure screening compliance in line with the eligibility criteria. Any exception to the criteria requires to be approved by AU.
- (J). Follow up and ensure that programme fee are received by AU before the due date.
- (K). Provide dashboard access to AU so that various stakeholders of AU can track the progress in real time.

- (L). Provide an email based support, ticketing and resolution system for tracking and responding to participant issues/questions supported by mobile notification to students. All pre and post-course participant queries need to be routed through ET Firm / Company. To escalate the queries, feedback or complaint to AU as needed.
- (M). Should be able to impart training through virtual labs, simulation tools and conduct of proctored examinations, based on the requirements of the specific course(s).
- (N). Provide mentoring through the entire course duration to ensure higher engagement and rate of completion.

II. Course Category Specific Requirements

A) Blended online course

- a) Provide/set-up video recording facility: workable with Resource Persons (RP) choice of device (Board, Laptop, Tablet)
- b) Create images and animations, if necessary
- c) Post-process videos, animations, and slides to asynchronous video modules
- d) Provide video streaming through secured access (for a wide range of laptop and tablet choices); content should not be downloadable.
- e) Provide standardized templates for document preparation (workable with RP's choice: MS Word, Google Docs, 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 candidates (no downloadable content).
- h) Provide live mentor support during interactive synchronous sessions.
- i) Should be able to include 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 ET Firm / Company & AU) in the LMS.

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) Should be able to include 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 ET Firm / Company & AU) in the LMS.

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).
- b) Create images and animations, if necessary.
- c) Post-process videos, animations, and slides to asynchronous video modules.
- d) Provide standardized templates for document preparation (workable with RP's choice: MS Word, Google Doc, LibreOffice Writer, LaTeX, Pages, etc.)
- e) Provide assistance in developing tutorial exercises as well as assignments.
- f) Host videos and documents online; secured access only to registered participants (nodownloadable content)
- g) Should be able to include assignments, quiz, auto-grading, and course feedback from participants; with separate access for participants, RPs, TAs, mentors from ET Firm / Company & AU) in the LMS.

D) Classroom based Courses

- a) Resource Persons / Trainers / Teaching Assistants shall be arranged and ensure effective delivery of the approved course content
- b) Provide lesson plan for the course(s).
- c) Provide assistance in developing tutorial exercises as well as assignments.

- d) Lecture Halls should be equipped with Smart Classroom Facilities.
- e) Providing Study materials to the participants, if required.
- f) Arrangements for practical training to the candidates in the industries / institutes.

2. Evaluation of Bids

Prospective ET firm / company will have to participate in the competitive bidding. The minimum AU revenue shares for different 'Certificate Courses' types are mentioned in the table below. ET Firms / Companies can quote a higher revenue share for AU.

Mode of Delivery	Minimum AU Revenue Share		
	Category I	Category II	Category III
A) Blended (~80% Async., 20% Sync.)	30%	50%	70%
B) Synchronous	30%	50%	70%
C) MOOC	30%	50%	70%
D) (i) Classroom Based Courses (More than 75% of classes conducted at identified AU campuses)	60%		
(ii) Classroom Based Courses (More than 75% of classes conducted at premises of ET Firm / Company with the approval of AU)	30%		

- i. **Category I** – Entire Content of the course is by the ET firm / company.
- ii. **Category II** – 25% Course Content by AU & 75% Course content by ET firm / company.
- iii. **Category III** – 75% of the Course Content is by AU & 25% by ET firm / company.

Note:

- Courses under Category II & III should not be offered to any other Institute / Company / firms, without the written consent of AU.
- Irrespective of the category, a Coordinator from AU will be nominated for each course and nomination of the expert for each course will be made

based on the requirement.

- For Classroom Based Courses, content of the course (s) & Resource Person(s) is/are by the ET firm / company and the conduct of the course(s) is/are at identified AU campuses.
- ET firm / company may be allowed to conduct the class room based course (s) at their premises with the approval of AU, if the required facilities are available in the premises of ET Firm / Company.

Technical Evaluation & Financial Evaluation

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

Table 1

	Category	Marks
A	Technical	
1	Experience / Capability in ET Service	(35)
1.1	Number of courses offered in Institutions within 50 NIRF ranked in Overall / Engineering/ University category/ 1000 QS ranked Institutions	5
1.2	Number of candidates successfully completed the course (s) offered by the ET Firm / Company	5
1.3	Number of Institutions (Top 50 NIRF ranked in Overall / Engineering/ University category/Top 1000 QS ranked Institutions) with whom Asynchronous courses offered	5
1.4	Number of Institutions (Top 50 NIRF ranked in Overall / Engineering/ University category/Top 1000 QS ranked Institutions) with whom synchronous courses offered	5
1.5	Average of Annual turnover of ET Firm / Company in the last two Financial Years (FY 2021-2022 & FY 2022-2023)	5
1.6	Years of experience in EdTech Services	5
1.7	Number of course(s) designed (Course outline & Mode of delivery)	5
2	Course Management Capability	(15)
2.1	Quality of Course Contents (images, animation, documentation, tutorial problems)	5
2.2	In-house Videos Recording, post-production Facilities (1.5) & Online	2.5

	hosting of videos and other documents (ease of access, security) (1)	
2.3	Digital marketing – Own website, Google, Facebook, Twitter, direct mailers, and affiliates (1) & Telephone support (through course advisory team) to prospective participants, addressing questions and assisting in enrolment and registration – (1.5)	2.5
2.4	Robust and scalable LMS with Cross platform learning through mobile app (including features of attendance, assignments, quiz, grading/auto-grading, live interaction, Message board, Event scheduling, Course wise and Student wise Progress tracking with indicators, Course feedback from participants; with separate Dashboard access for Participants, RPs, TAs, Mentors from ET Firm / Company & AU)	2.5
2.5	Live-streaming of videos through secured access & Live TA/mentor support (1.5) and proctored exam facility (1)	2.5
	Total (for Technical)	50

Table 2: Marks for Technical Evaluation (Experience / Capability in ET Service)

Marks	1	2	3	4	5
1.1	1 – 5	6 – 10	11 – 15	16 – 20	21 & above
1.2	1000 – 2000	2001 – 3000	3001 – 4000	4001 – 5000	5001 & above
1.3	1	2	3	4	5 & above
1.4	1	2	3	4	5 & above
1.5	50 – 100 lakhs	101 – 200 lakhs	201 – 300 lakhs	301 – 400 lakhs	Above 401 lakhs
1.6	2 ≤ Years ≤ 3	3 <Years ≤ 4	4 <Years ≤ 5	5 <Years ≤ 6	> 6 Years
1.7	1 – 5	6 – 10	11 – 15	15 – 20	> 20

- Bidders securing 30 marks & above in the Technical evaluation will qualify for Opening of Financial Bid. Technical bid shall have a weightage of 70% for the purpose of evaluation.
- The final selection shall be based on QCBS i.e. Quality and Cost Based Selection. The Financial bid of tenderers whose documents are found to be in

order and who qualify in technical evaluation by securing 30 marks & above. Date of opening of Financial Bid will be informed to the bidders by e-mail.

- Financial bids have a weightage of 30% & evaluation of Financial bid is through two components as follows:
 - i. Fee quoted for a Course per Candidate (As given in Annexure V) – 20 Marks
 - ii. AU revenue share for different categories (Category I, Category II & Category III) – 10 Marks
- The lowest Financial Bid for a course per Candidate will be given a maximum financial score of 20 Marks. The financial scores of the other Financial Bids will be determined by giving marks out of 20 using the formula,

$$\text{“Lowest Bid value quoted / Actual Bid value quoted} \times 20\text{”}$$

- The highest AU revenue share for the course will be normalised and given a financial score of 10 Marks. The financial scores of the other Financial Bids will be determined by giving marks out of 10 using the formula,

$$\text{“Actual AU Revenue Share quoted / Highest AU Revenue Share quoted} \times 10\text{”}$$

- Total Highest Score of Technical Bid (70%) plus Financial Bid (30%) out of 100 marks shall be awarded the work as per terms and conditions of RFP.

SECTION 4 – INSTRUCTIONS TO BIDDERS

1. Instructions for Submission of Bids

- (A). Bid documents will be available on the website – <https://tntenders.gov.in> from 21.09.2023 to 19.10.2023 upto 3:00 PM for online bidding. The bidders must possess a Digital Signature Certificate and submission of bids is through online on the above website and any other mode is not accepted.
- (B). 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 AU.
- (C). Any bidder currently engaged in litigation with other organizations, must inform their status in writing to AU.
- (D). Two Bid System will be followed for this tender (Technical Bid and Commercial Bid). The proposals shall be submitted in two parts, viz., Technical Bid and Commercial Bid and should be as per the format given in 'Annexures'.
- (E). Any conditional offer made in the bid or has deviations from the terms and conditions of RFP will be rejected.
- (F). Bids not submitted in the prescribed format or incomplete will be rejected.
- (G). If the bidder varies its quoted prices during validity of the proposal, or its extended period, if any, such bids will be rejected.
- (H). 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 ET Firms / Companies

- (A). RFP for open bidding will be released by AU.

- (B). A pre-bid meeting with the prospective bidders will be arranged approximately within 10 working days of the RFP.
- (C). Interested bidders will submit proposals in a two-bid system, i.e. Technical and Commercial.
- (D). AU will evaluate the technical bids for minimum eligibility adherence.
- (E). Shortlisted / eligible bidders will be invited to make presentations and provide clarifications to AU.
- (F). AU Empowered Expert Committee (AU EEC) will rate/score each eligible bidder as given in Table 1 for Technical evaluation. Marks for Experience / Capability in ET Service (1.1 – 1.7) will be evaluated as per the marks given in Table 2. Grouping of similar course(s) for technical evaluation is the sole discretion of the AU EEC.
- (G). AU will open the commercial bids of technically qualified firms.

3. Terms of Empanelment

- (A). The selected ET Firms / Companies will be empanelled initially for a period of one year from the date of issue of contract by AU. Extension of the period of empanelment will be based on the performance review by AU.
- (B). The ET Firms / Companies selected for empanelment through the above process will enter into a service level agreement with AU, detailing the terms and conditions of their association for providing ET related services to AU.
- (C). The bidder shall accept all terms and conditions mentioned in the RFP.

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

AU may relax qualification criteria for MSMEs / Start-ups in respect of turnover and prior experience requirement as per the orders in force issued by Government of Tamil Nadu & Government of India, subject to meeting of quality and technical specifications by the bidder. Appropriate documentary evidence should be provided.

5. Cancellation of RFP

- (A). At any time prior to the deadline for submission of bids, AU 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 AU.
- (B). AU reserves the right to reject any or all bids, and to cancel the process at any time prior to empanelment without assigning any reason. AU has no liability to the affected bidder(s). This decision will be final, and no correspondence in this regard will be entertained.
- (C). AU reserves the right to cancel this tender and call for a fresh request for proposal at any time.

SECTION 5 – TERMS & CONDITIONS OF CONTRACT

1. General Terms & Conditions

- (A). The empanelled ET Firms / Companies 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 through online mode only. 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 ET Firms' / Companies' presentation and its review by AU, verification of documents/information by AU, review of any ongoing programme/process by the committee constituted for the purpose, i.e. empanelment of ET Firms / Companies for online/offline 'Certificate Courses'.
- (D). Once the selection process is completed, empanelled ET Firms / Companies will execute a contract/agreement with AU containing the pertinent terms and conditions; the list of empanelled ET Firms / Companies will be subjected to periodical and annual reviews.
- (E). The list of courses will be a mix of high-in-demand courses and niche/core engineering courses. This course list will be decided by AU and the decision will be binding on the ET firm / company.
- (F). Empanelled ET firm / company 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 ET firm / company to conduct its processes without any adverse impact on the brand 'Anna University' 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 AU team and approved before making these public.

- (G). Any inaccuracy in any response or representation given by the bidding ET firm / company to AU, or failure to substantiate any response as required by AU will result in failure to qualify for inclusion in the selected ET firms / companies list. Where such information comes to the notice at a later date, the ET firm / company may be removed from the list of empanelled ET Firms / Companies.
- (H). Any ET firm / company, 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 AU. If such information comes to light during or after successful qualification and/or empanelment, AU reserves the right to remove the ET firm / company from the empanelled list of ET firms / companies and also to take action for blacklisting/debarment/banning and security deposit forfeited.
- (I). The penalty for unsatisfactory service delivery by an empanelled ET firm / company will be fixed by AU in accordance with the terms and conditions set out in the agreement to be executed.
- (J). It will be the responsibility of the ET firm / company to submit/update AU with relevant documents and also to keep AU informed of any matter that may affect the ET firm / company's continued qualification and ability to perform the work. If the ET firm / company'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 ET firm / company should promptly inform AU and AU reserves the right to remove the ET firm / company from the empanelled list. AU shall not bear any responsibility or risk for any suspension, cancellation or termination of the empanelled ET firm / company.
- (K). The bidding ET firm / company should be open to the reference/feedback check from the organisations they have served or are serving for the similar service.
- (L). This RFP for empanelment shall remain open till 19th October, 2023 (3:00 PM). Any applications received thereafter shall not be entertained.

- (M). 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 Anna University faculty would solely remain the intellectual property of AU and the programme coordinator(s) as per the approved IPR policy of the University. Any platform/tool created specifically for the particular programme will be the intellectual property of the University. All academic contents of the programme will abide by the copyright regulations and academic proprietary.
- (N). Personal data privacy: AU and the empanelled ET firm / company 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.
- (O). This RFP is not an offer and is issued with no commitment. AU reserves the right to withdraw this request (RFP) and change or vary any part thereof at any stage if AU determines that such action is in the best interest of the University.
- (P). The decision of Anna University 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.
- (Q). Non-compliance of any terms and conditions enumerated in the Agreement will be treated as breach of the Agreement.

2. Payment Terms

- (A). ET firm / company'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, AU will provide a go-ahead to submit the Invoice. Invoices will be paid within 30 business days.
- (B). Tax Deduction at Source (TDS) will be effected for each Bill / Invoice (as applicable) of the agency as per the norms.

- (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 AU 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 Chennai only.

4. Termination

- (A). AU reserves the right to terminate the empanelment without assigning any reason by giving a notice period of 3 (three) months.

- (B). AU 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 AU 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). AU 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. Security Deposit

- (A). Undertaking for Bid Security as per Annexure IV issued by the bidder on company's letterhead in lieu of Security Deposit 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. 10,00,000/- (Rupees Ten Lakhs only).
- (D). The Security Deposit should be in favour of "The Registrar, Anna University" payable at Chennai.
- (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 AU 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.
- (H). No interest shall be payable by AU 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 AU for a period of two (2) years.

6. Transfer and Subletting

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 AU.

7. Validity of Offer

- (A). This RFP is valid for a period of 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

The selected bidder must/will indemnify AU 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. AU 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 AU 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 30 days, AU 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 AU shall be final and binding.
- (C). This RFP is subject to the exclusive jurisdiction of the Courts at Chennai.

SECTION 6 – COMMERCIAL BID

Ref. No.: RFP No. 001/ AU / 2023 – 24, dated: _____

Prospective ET firms / companies will have to participate in the competitive bidding. The minimum AU revenue shares for different 'Certificate Courses' types are mentioned in the table below. ET firms / companies can quote a higher revenue share for AU.

Table 3 (in Company / Firm's Letterhead)

Mode of Delivery	Minimum AU Revenue Share			Quoted Revenue Share of AU		
	Category I	Category II	Category III	Category I	Category II	Category III
A) Blended (~80% Async., 20% Sync.)	30%	50%	70%			
B) Synchronous	30%	50%	70%			
C) MOOC	30%	50%	70%			
D) (i) Classroom Based Courses (More than 75% of classes conducted at identified AU campuses)	60%					
(ii) Classroom Based Courses (More than 75% of classes conducted at premises of ET Firm / Company with the approval of AU)	30%					

- i. **Category I** – Entire Content of the course is by the ET firm / company.
- ii. **Category II** – 25% Course Content by AU & 75% Course content by ET firm / company.
- iii. **Category III** – 75% of the Course Content is by AU & 25% by ET firm / company.

Note:

- Courses under Category II & III should not be offered to any other Institute / Company / firms, without the written consent of AU.

- Irrespective of the category, a Coordinator from AU will be nominated for each course and nomination of the expert for each course will be made based on the requirement.
- For Classroom Based Courses, content of the course (s) & Resource Person(s) is/are by the ET firm / company and the conduct of the course(s) is/are at identified AU campuses.
- ET firm / company may be allowed to conduct the class room based course (s) at their premises with the approval of AU, if the required facilities are available in the premises of ET Firm / Company.

SECTION 7 – ANNEXURES

ANNEXURE I – BIDDER'S INFORMATION

(in Company / Firm's Letterhead)

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

Yours faithfully,

(Signature of the bidder) Printed Name Designation:

Seal Date

Business Address:

Encl: As above

ANNEXURE II – DECLARATION REGARDING CLEAN TRACK RECORD

(in Company / Firm's Letterhead)

To,

Date:

The Registrar,
Anna University,
Chennai – 600 025.

Dear Sir / Madam,

Sub: RFP No. 001/ AU – BL&HE / 2023 – 24, dated: _____ for “Empanelment of ET Firms / Companies for Anna University’s Certificate Courses”.

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

S. 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

(in Company / Firm's Letterhead)

To,

Date:

The Registrar,
Anna University,
Chennai – 600 025.

Dear Sir / Madam,

Sub: RFP No. 001/ AU / 2023 – 24, dated: _____ for “Empanelment of ET Firms / Companies for Anna University’s Certificate Courses”.

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

FY 2021 – 2022
FY 2022 – 2023

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 in company's letter in lieu of Security Deposit)

To,

The Registrar,
Anna University,
Chennai – 600 025.

We, M/s. (name of the firm), with
ref. to **RFP No. 001/ AU / 2023 – 24, dated: _____ for “Empanelment of ET Firms / Companies
for Anna University’s Certificate Courses”.**

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 Anna University for a period of two years.

Yours faithfully,

(Signature of the
bidder) Printed Name
Designation

Seal

Date:

Business Address:

ANNEXURE V – LIST OF COURSES OFFERED BY THE ET FIRM / COMPANY

(in Company / Firm's Letterhead)

S. No.	Name of the Course	Mode of Delivery	Category	Duration (Hrs.) 15 / 30 / 45 / 60 / 90 / 120	Cost per Candidate*
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Add Extra sheets, if required.

* Quoted Price should be exclusive of applicable GST.

(Signature of the
bidder) Printed Name
Designation

Seal

Date:

Business Address:

SECTION 8 – CHECKLIST

Bidders are required to submit the following documents:

I. Technical Bid:

- a. Documentary evidence in support of Eligibility criteria & Technical Bid (Section – 2)
- b. Annexures I to IV in Section – 7
- c. Course Contents and detailed Lesson plan for each course.
- d. Provision to remotely access the sample module of lectures / course contents for evaluation. (For technical evaluation as given in 2.1 of Table 1)
- e. Provision for accessing LMS platform for evaluating (as given in 2.4 of Table 1) its features.
- f. Any other relevant information / data / documents.

II. Commercial Bid:

- a. Commercial Bid (as per format in given in Table 3)
- b. Annexure V – List of Courses offered by the ET Firm / Company