



**EdCIL (India) Limited**  
**(A Government of India Enterprise)**  
**(A Mini Ratna Company)**  
**(An ISO 9001-2008 & 14001-2004 Certified Company)**  
**EdCIL House, 18-A, Sector 16-A, NOIDA - 201301 (U.P.)**

**Notice Inviting Tender**

For Development of Bilingual Corporate website and Intranet for  
EdCIL

Reference No. EDCIL-IMS-IS-Website/2016

Dated 05-05 -2016

Place for opening of the bid	Convention Hall EdCIL (India) Limited [A Government of India Enterprise) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Pre-Bid meeting	16-05-16 at 3:00 PM
Last Date & Time of Submission of Bid	30-05-2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	30-05-2016 at 1530 hrs

**Cost of Tender Document:**

Rs.1000/-

Name of the Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

**Disclaimer:**

This Bid Document is not an offer by EdCIL, but an invitation to receive offer from Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly Authorized Officer of EdCIL with the Bidder

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## Chapter 1

### Introduction to EdCIL

EdCIL (India) Limited (hereinafter called EdCIL), is the only Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. EdCIL offers all round consultancy project management, ICT and technical support services in the areas of Education and Human Resource Development in India and abroad. EdCIL has been categorized as Mini Ratna Organization by the Government of India and has been awarded Prime Minister's Award of Excellence. EdCIL is an ISO - 9001 - 2008 & 14001 - 2004 certified company.

EdCIL is the only PSU consultancy organization in the education sector providing entire spectrum of education and human resources development services also on turnkey basis. EdCIL is the Nodal Agency of the Government of India for promotion of Indian education abroad. EdCIL has placed international students from 30 countries in various Indian institutions. EdCIL has over three decades of experience in conceptualization/setting up of premier educational institutions including IIT-Guwahati, IIM-Indore, Calicut etc. EdCIL has successfully completed several national and international projects in diverse areas of education, funded by various foreign governments and international funding agencies. Service Spectrum contains the following Departments:

Service Spectrum:

1. Consultancy
2. ICT in education
3. Project Management and Infra serving
4. Placement and secondment of students/faculty
5. Online Recruitment Services
6. Technical Support Groups
7. Information Systems

Edcil wishes to get its present Website & Intranet redesigned and create a new version of the same website to project its services and organization better. It is expected that through the new website the user group will engage better with the services, get information in an interactive and more attractive format. The CMS / backend is also proposed to be developed

## Chapter - 2

### Abbreviations & Definitions

a	Website Development/ Project	Development of Bilingual Website .
B	Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
C	Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
D	Bidder	"Bidder" means any individual/proprietorship/ partnership firm/ agency/ company/ contractor/ supplier responding to Request for Proposal and who makes a Bid.
E	Cert-IN	Indian Computer Emergency Response Team
F	CMC	Contract Monitoring Committee
G	CMS	Content Management System
H	Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
I	Day	"Day" means a working day as per Government of India (GoI).
J	MHRD	Ministry of Human Resources Development
K	Deployment	Implementation, Maintenance and Support
L	EMD	Earnest Money Deposit
M	GIGW	Guidelines to Indian Government Website
N	GoI	Government of India
O	Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible including all the products which the bidder is required to supply to Purchaser under the Contract.
P	LoI	Letter of Intent

Q	EdCIL	EdCIL (India) Limited
R	NIT	Notice Inviting Tender
S	PC	Purchase Committee
T	PSD	Performance Security Deposit (also called as SD/Bank Guarantee), for details see below
U	Purchaser/ Tendering Authority	Authorized person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called buyer. EDCIL in this Bid Document.
V	Request for Bid	Request for Bid , is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service
W	SAD	System Analysis and Design
X	SDD	Software Design Development
Y	Security Deposit (SD)	10% amount of the Order Value to be given to EdCIL as security deposit.
Z	Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
Aa	SLA	Service Level Agreement is an agreement between two parties wherein one is EdCIL and the other is the service provider. It is a service contract where the level of service is formally defined.
Ab	SoW	Scope of Work
Ac	SRS	Software Requirement Specification
Ad	SSP	Software Service Provider
Ae	URS	User Requirement Specification

## Chapter-3

### Invitation for Bid documents

Reference No. EDCIL-IMS-IS-Website/2015

Dated 05-05-2016

EdCIL invites Bids through process of Open Tender from the eligible bidders for Development of a highly engaging, customer friendly and operationally efficient bilingual Corporate Website for EdCIL representing corporate business activities and functions.

S.No	Nature of the project	Development of Bilingual Corporate Website
1.	Cost of Bid Document (non-refundable)	Rs 1000/-
2.	Earnest Money Deposit (EMD)	Rs. 50,000/-
3.	Publishing Date	05-05-2016
4.	Document Download Start Date & Time	05-05-2016 from 1000 Hrs.
5.	Pre-Bid Meeting	16-05-2016 at 3:00PM
6.	Bid Submission Start Date & Time	20-05-2016 from 1400 Hrs.
7.	Bid Document Download End Date & Time	30-05-2016 upto 1100 Hrs.
8.	Bid Submission End Date & Time	30-05-2016 upto 1500 Hrs.
9.	Technical Bid Opening Date & Time	30-05-2016 at 1530 Hrs.
10.	Date & Time of Technical Presentation	Will be intimated later to bidders who qualify eligibility criteria
11.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
12.	Website for downloading Tender Document, Corrigendum, Addendums, etc	<a href="http://www.edciliindia.co.in">http://www.edciliindia.co.in</a>
13.	Bid Validity	90 Days from the date of bid opening

Queries related to bid may be sent to following e-mail latest by 16-05-2016 at [gshreedhar@edcili.co.in](mailto:gshreedhar@edcili.co.in), or contact Phone 120-2515373

Deputy General Manager (IS)  
For and behalf of EdCIL (India) Limited

## Chapter 4

### General Information to Bidders regarding procedure for submission of Bids

1. The Bid document can be downloaded from the web site ([www.edcilindia.co.in](http://www.edcilindia.co.in)) and submitted along with document fee of Rs. 1,000/- (non refundable) through demand draft in favour of EdCIL (India) Limited payable at Noida along with Technical Bid. There is no exemption from payment of bid document fees and the bids without requisite fees shall not be accepted.
2. Interested bidders are advised to study the present website and document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and EdCIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
4. Bidders are advised to attach a letter from an authorized signatory of the company clearly detailing the deliverables / ownerships and rights for implementation, service, warranty and post sales support.
5. Bidders are neither allowed to join hands or form a consortium to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
6. EdCIL reserves right to award the work, modify / cancel the award without assigning any reason. Initially the contract will be for one year extendable up to three years with a review, at the discretion of EdCIL based on satisfaction of EDCIL authorities.
7. **Financial Bid**
  - a) The bidder shall indicate the prices/rates as specified in the format given at **Annexure-6**.
  - b) The bidders should quote their most competitive prices/rates.
  - c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there is no alterations / corrections in the prices/rates submitted by them.

- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

#### 8. EMD

- a) The bidder should enclose EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) in form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at Noida, with the Technical proposal/bid.
- b) The bids without EMD and Tender Documents Fee shall be summarily rejected.
- c) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract or setting aside the tender, as the case may be.
- d) Earnest money will be forfeited if the bidder unilaterally withdraws or unilaterally amends, impairs or rescinds the offer within the period of its validity.

#### 9. Performance Security

The successful bidder shall be required to deposit Performance Bank Guarantee (Security Deposit) equivalent to 10% of the contract value valid for Eighteen months, within 15 days of issue Letter of Award . The PBG shall be in the form of Bank Guarantee issued from a Nationalised bank in favour of "EdCIL (India) Limited". This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the bidder from time to time, as required by EdCIL (as per Annexure 7).

Before the start of AMC for subsequent years, successful bidder is required to submit the fresh PBG @10% of the contract value of AMC, if awarded, for the period valid after three months of completion of AMC period. PBG should be accepted from Nationalised Bank.

#### 10. Acceptance of offer

EdCIL reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

#### 11. Excuse from Claim

The Bidder at no point of time can excuse themselves from any claims by EdCIL whatsoever for their deviations in conforming to the terms and conditions,

payment schedules, time frame for implementation etc. as mentioned in Bid document.

## 12. Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Bid and no request to change the last date or extend period/time for submission shall be entertained by EdCIL. However, EdCIL reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

## 13. Separate the Scope of Options

EdCIL reserves the right to separate the scope of options.

## 14. Presentation before Technical Committee

The Bidders will be required to make presentation on concept, user appeal, technical and operational aspect including the demonstration of technology and past developed websites of the bidder.

## 15. Submission of Bid

The Bidder shall submit their Bids in two separate sealed envelope:

- (i) Technical Bid and
- (ii) Financial Bid

The tender is a "Two Bid" document. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format along with Cost of Tender Document and Earnest Money Deposit (EMD). The Financial Proposal should contain only financial Bid as per **Annexure 6**. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

The Bid Document should be submitted as mentioned in this clause only of the tender document. Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.

All information called for in the enclosed Annexure should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not

Applicable". However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach us before closing date i.e by 30-05-2016 upto 1500 Hrs with an acknowledgment due.

## **16 Bid Response Format**

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Bid Document. The bidder shall use the following format to submit the response:

- The documents of the Technical Bid shall be placed in lacquer sealed envelope clearly marking "Technical Bid for Development of Bilingual Corporate Website".
- The financial Bid shall be placed in separate lacquer sealed envelope clearly marking it as "Financial Bid for Development of Corporate Website" (Do not open with Technical Bid)".
- The above two envelopes shall be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "Bid Document for Development of Bilingual Corporate Website".

## **17. Right to Termination/Cancellation**

Notwithstanding anything contained in this document, EdCIL, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time, prior to signing the contract and EdCIL shall have no liability for above-mentioned actions.

## **18. Authentication of Bid**

The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of bidder's authorized person should be interlineations at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder's letter head. Any correction/ overwriting/

cutting/use of whitener etc. will lead to rejection of the Bid. All the Bidders have to abide by all the terms and conditions mentioned in this Bid document.

**19. Enclosures of Bid**

The documents to be enclosed with the Technical and Financial Bid shall be as per the checklist / compliance sheet as per **Annexure-9**.

**20. Address for Submission of Bids**

Bid Document complete in all respect shall be addressed to:  
DGM(IS)  
EdCIL (India) Limited  
EdCIL House,  
Plot No.18A,  
Sector 16A  
NOIDA - 201301, U.P

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

The Outer Envelop should super Scribe : "Bid for Corporate Website and Intranet". *If the outer envelope is not sealed and marked as required, EdCIL will assume no responsibility for the Bid's misplacement or premature opening. The bid document should be submitted in EDCIL tender box.*

**21. Late Bids**

Any Bid received by EdCIL after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. EdCIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

**22. Opening of Bids**

EdCIL will open Technical Bids as per schedule. The bidder may depute their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bids opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

**23. Announcement of Bids**

The Bidder's names, modifications, if any in the Proforma and the presence or absence of requisite fees and such other details will be announced at the

opening of Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

#### **24. Clarification of Bids**

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification shall be in writing by post or email or by facsimile. The response shall be submitted in writing by registered/speed post duly signed by authorized representative. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. Queries will be restricted to clarifications sought on the declarations already made by the bidder. No fresh information will be sought which will make an ineligible bidder eligible. No representation in this regard would be entertained after rejection of the Bid.

#### **25. Completeness of Bids**

EdCIL will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Bid Document. Information must be furnished in comprehensive manner against each column of Bid Document.

#### **26 . Technical Presentation**

All the eligible bidders need to present the entire concept and plan of the website and their technical capability of development of websites in a online presentation to technical committee.

#### **27. Rectification of Errors**

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting as are unattested are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item

total will govern or whichever is logically correct.

(c) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

## 28. Rejection of Bid

The Bid shall be submitted duly filled by downloading Bid document from website. Bids submitted by Telex, Fax or E-mail would not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, EdCIL reserves the right to reject such a bid at any stage.

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by EdCIL and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

## 29. Validity of Bid

Bids shall be valid for acceptance for a period of at least 90 (Ninety) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

## 30. Opening of Financial Bids

Financial Bids will be opened and compared after the technical evaluation of Bids. The financial bids will be opened for the shortlisted technically qualified bidders. The name of Bidder, bid prices of each Bid, shall be announced by EDCIL during opening of financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated and by displaying the same on the website of EdCIL <http://www.edciliindia.co.in> only. All the technically shortlisted bidders would be advised to witness the opening of financial bid.

## 31. Undertaking for reasonableness

The bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.

## CHAPTER 5

### Terms of Reference

#### I Client Requirement:

The client requirements can be summarized under the following points.

- Redesign the Website so that it becomes accessible to the target audience covering multiple geographical user locations who may access the website through various different devices like Smartphone, ipads and laptops. This will be a Bilingual Website.
- To use this website as a platform to impart accurate, up-to-date information about its services in the Education Sector as a corporate entity with focused sections related to Products, Enrolment / Membership, Legal, Tender documents, Reports, Press and feedback among others.
- Easy to navigate, attractive design which is fast to download. This will be a responsive design.
- The Website may have different URL's / micro-sites pointing to the same main umbrella corporate site and its relevant inner pages.
- NET based CMS (Content Management Solution) in the backend will be provided to manage content for modules on Product information, integration with SQL database for Investors section, news, articles, view registered users database, generate newsletters, announcements, press releases etc.
- Content Editing & collation of content from various sources under EdCIL directions.
- Proactive Site Maintenance which includes future proofing the site against changes in technology.

#### II Project Scope-Executive Summary

The project will have the following scope of work

- (i) Redesign of the **EdCIL Website + Intranet**
- (ii) Programming of some new features and CMS in .NET & SQL platform
- (iii) Collation & Content Editing
- (iv) Deployment on **Windows** based Web Server
- (v) Site Maintenance

#### III Structure for the Proposed Website (Bi-lingual)

The website should be an extremely engaging, dynamic and business transacting Corporate website fully addressing the organization and positioning requirement of the company. A broad layout suggestion is given as under :-

About Us	<p>Home Page will act as a gateway to other sections</p> <ul style="list-style-type: none"> <li>• Overview</li> <li>• Vision and Mission</li> <li>• Board of Directors</li> <li>• Management Team</li> <li>• Alliances</li> <li>• Why Edcil</li> <li>• Edcil Code of Conduct</li> <li>• Ticker on Latest News</li> </ul>
Business Verticals	<ul style="list-style-type: none"> <li>• To cover the entire Product Information</li> </ul>
From the Chairman's Desk	<ul style="list-style-type: none"> <li>• Message</li> </ul>
CMD's Blog	<ul style="list-style-type: none"> <li>• Suggestions &amp; Ideas</li> </ul>
Organization Structure	<ul style="list-style-type: none"> <li>• Key personnel</li> </ul>
Key Clients	<ul style="list-style-type: none"> <li>• Descriptions of prominent Projects executed in the past</li> </ul>
Successful Projects	<ul style="list-style-type: none"> <li>• Case Studies with descriptors</li> </ul>
Study in India / Admissions	<ul style="list-style-type: none"> <li>• Why study in India</li> <li>• Procedure for Foreign Students</li> <li>• Providing Study in India related to Information</li> <li>• Placement Forms</li> <li>• Students information</li> <li>• Study in India Campaign Fair Information</li> </ul>
Information for Students	<ul style="list-style-type: none"> <li>• Announcements</li> <li>• News</li> <li>• Upcoming Events</li> </ul>

RTI / Legal Documents	<ul style="list-style-type: none"> <li>• RTI Rule and Bye Laws <ul style="list-style-type: none"> <li>- Business Rules</li> <li>- Rules</li> <li>- Bye Laws</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>• Circulars/Tenders</li> <li>• Regulations and Procedures</li> </ul>
Career	<ul style="list-style-type: none"> <li>• Current Openings</li> <li>• Work Culture</li> <li>• Console to Upload New Job Openings</li> </ul>
Financial Results	<ul style="list-style-type: none"> <li>• Year-wise Annual Reports</li> <li>• Financial Reports</li> </ul>
Citizen Charter	<ul style="list-style-type: none"> <li>• Information with Feedback</li> </ul>
Placement Forms	<ul style="list-style-type: none"> <li>• Details of Placement Procedure</li> </ul>
Resource Center	<ul style="list-style-type: none"> <li>• Reports</li> <li>• Papers/ Articles</li> <li>• Presentations</li> <li>• Training and Capacity Building</li> </ul>
Media Room	<ul style="list-style-type: none"> <li>• News</li> <li>• Press Release</li> <li>• Corporate Video</li> <li>• Monthly Bulletin</li> <li>• Events</li> <li>• Photo Gallery</li> <li>• News letter subscribe</li> </ul>
Consultant Corner	<ul style="list-style-type: none"> <li>• Login</li> <li>• Registration</li> <li>• View Application Status</li> <li>• Edit Profile</li> <li>• Database</li> </ul>
CSR	<ul style="list-style-type: none"> <li>• Current Initiatives</li> <li>• CSR Activities</li> </ul>
Tenders	<ul style="list-style-type: none"> <li>• New / Archives</li> </ul>

Skill Development	<ul style="list-style-type: none"> <li>• Training Details</li> </ul>
Registration / Subscribe	<ul style="list-style-type: none"> <li>• Vendor Registration</li> <li>• Bulletin</li> <li>• Emailers</li> </ul>
Social Media	<ul style="list-style-type: none"> <li>• Facebook, Twitter ,Google + and You Tube account page development &amp; updation continue/promotion</li> </ul>
Misc	<ul style="list-style-type: none"> <li>• Special Events Theme updation on Home Page</li> <li>• Online Vigilance, Contact Us, Site Map, Disclaimer, Hit Counter</li> </ul>

**Target Audience:** Registered Members, Government Bodies, Principals, Partners, Investors, Job Seekers, Media.

**Site Objective:** Website to have a better design layout & responsive based on new Web design trends/

**Design Treatment:** Responsive design layout based on HTML 5. Wide display, more spacious, larger display of pictures and brand information.

#### IV Structure of the Intranet (Bi-lingual)

(The bidder is however welcome to add and classify features and recommend any extremely efficient, modern operationally efficient and engaging intranet website).

- Intranet Development ( Employee Corner)
- Each Department Information
- Hierarchy Chart
- Employee Profile Page
- Software Link
- Circulars/ manuals

- Flash News
- Coming Events
- Photo Gallery/Video
- EdCIL Rules & Forms
- Phone Directory
- Today's Hindi word/Sentence (English)
- Chat room
- EdCIL knowledge bank.
- Alumni Information.
- The Intranet Portal should be CMS based and Administrator will be able to add/edit/delete records/Circular/Photo Gallery /Rules/Forms/Phone Directory.
- Special Events Theme updation on Home Page
- Intranet Area should be allowed by authentication by user id & password
- Login Trail should be maintained on every page.
- Intranet should provide the functionality of Login, change password of every user with LDAP

## V The Website & Intranet should also have the following features:

The dynamic website shall contain other features like video clips, animation, etc which will add value to the EdCIL website. Video clips will only be given by EdCIL. Animation etc. will be required to be done by the agency.

- **Bi-lingual support:** Content of both languages English & Hindi can be managed from the same control panel.
- **Browser compatibility:** The web site will be compatible to run on computers having Chrome, Vista, Windows 7, Windows 98, Win2K, WinXP, WinMe, Linux or Mac platforms and browsers IE9+, Mozilla Firefox and Safari.
- Auto Archival Policy should be in Career, Tender and Media Dossier section .
- The Sections like 'whats new', 'latest updates/Flash News', 'Tender', 'Career' and Photo Gallery etc. must be dynamic
- Website should be compatible for mobile/Smartphones so that website can work on any mobile/ipad without any issues.

- **Portability:** The application at each layer must be portable across all operating systems, and run-time environments. The services provided at each layer must be easy to manage.
- **Liquid Layout:** The website pages should have liquid layout such that web site pages adjust to the resolution of a computer monitor.
- **Web compatibility:** The web site should easily render on various resolutions, screen sizes, and browsers; and with the increasing popularity of mobile devices, websites should function properly on these types of devices.
- **Web Optimization:** EdCIL site should be optimized so that search engine like Google etc displays it in its top listing when the on key search words result display.
- **Pro-active site Security** enhancement to divert any malicious activity on the site. Employing various programming & deployment techniques including email alerts will ensure this.
- **Email alerts** will be sent to the web master on occurrence of any error on the site
- **Technologies:** The site should be developed using the latest web technologies on Microsoft platform ie .NET, MS SQL on the servers-side while HTML5, CSS, J Query & AJAX on the client-side to build the applications.
- **Video Clips:** The dynamic website shall contain other features like video clips, animation etc which will add value to the Edcill Website.
- **Website Security Audit:** EdCIL Website is required to be audited once before hosting the website at CDAC Server or any other server and every year during the concurrency of the contract by an agency empanelled on the CERT-in. All the vulnerabilities will be mitigated and action taken report will be submitted to IS Unit of EdCIL. The vendor shall also obtain the security clearance certificate from Cert-in empanelled auditor and handover the same to IS Unit of EdCIL.
- **Indian Copyright & Trademark Act:** The agency shall strictly comply to all statutory acts related to Indian Copyright 86 Trademark act for all images and articles available on EdCIL website.
- **Metadata Insertion:** Can be inserted for each page or globally, and for different languages
- **CSS Styled Content:** All aspects of the core functionality can be styled on the website. Most extensions can be styled through CSS. eg. Online Administration: All administration should be handled online via a web browser.

- **Audit Trail:** Administrators should have access to log where they can view changes that have been made to the database.
- **Site Map:** A hierarchical visual model of the pages of a Web site. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.
- Ability to dynamically create/update/delete contents. Manage all content types (text, images, documents, audio and video).
- Every page should display a time stamp indicating the date and time on which the content was last updated.
- The contents of the site should be readable with default standard fonts. Font property should be such that the text must be readable both in electronic and print format and the page must print correctly on A4 size paper.
- Development of Website Statistics Module This should help IS Unit of EdCIL in generating daily, weekly and monthly website traffic analysis reports with stat issues like most visited pages, most active hours, average time spent, search keywords used, etc and along with analysis of the same. Each page should have a website counter to indicate the no. times the page was viewed. The website statistics panel should also have features to indicate the no. of times a web page was viewed by providing the parameters such as from date, to date and the page name.
- Website Review Meetings The agency shall review the website with EdCIL every two months to suggest the improvements, thrash out any technical snags and discuss any logistic improvement. A formal meeting shall be held in EdCIL premises every two months to discuss these issues with the IS Unit of EdCIL. Vendor will incorporate the changes/improvements emerges out of the review meeting after written communication from EdCIL. This review meeting work will be valid during AMC period.
- Handing over of the complete source code of the final and functional website to EdCIL IS Unit.
- **Development Environment**
  - a. The .Net Frame work ASP.Net 4.0 / higher with C# should be used in front end.
  - b. The backend engine must be MS SQL Database Server 2008/12.
  - c. During development the website should be hosted on windows server 2012 R 2 with IIS Web server and MS SQL server.
  - d. Have standard interface capabilities (standards like ISO, XML, web services).

## VI Vendors/Developer Responsibility:

Vendor would be required to provide services as indicated below

- Design & Development of website as per specifications in this document.
- Design & Development of website for Bi-lingual Contents in Unicode Format.
- The static contents and database driven contents should to be displayed in English and Hindi.
- Mapping of the existing content, Editing, Formatting of Documents and Conversion in web pages for both English & Hindi Version.
- Content editing, proof reading, consistency checking for hosting material on website.
- Provision of Web based Content Management System.
- Remove or assist in removing the vulnerabilities reported by hosting service provider/CDAC on website developed by the vendor, even after handing over the website to EdCIL.
- Hosting of website on CDAC server or any other designated web hosting server as decided by EDCIL and launching of the website.

## VII Indicative Deliverables

This section provides indicative deliverables. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with IS unit of EDCIL

- SRS
- System Manual
- User Manual
- Data Backup/ Archival Process
- Handing over of the Source Code as implemented and as modified at the end of each quarter
- Security Audit and Clearance Certificate from CERT-IN empanelled auditor

## VIII Bidder/Developer responsibility during Warranty/AMC period

- Regular content Updation & additions
- Bug Fixing as per security Audit recommendations
- Modification of Photo gallery
- Modification of Flash Photographs on Home Page
- Home page and inner page changes as per review meeting decisions taken
- Facebook, Twitter ,Google + and You Tube account page & updation continue/promotion
- Banner updations
- Onsite Support will be provided with the Webmaster deployed at Edcil to undertake all Website updation activity

## IX Project Execution Life Cycle

The Website development and go Live should be completed in 4 months.

Phases	Details	Remarks
<b>PHASE 1 Pre-Development:</b> This phase requires high level of interaction with the (core team)		
Week 1	a) Material Collection/Sourcing b) Client Interactions c) System Analysis Start  <u>Details:</u> Meetings to be scheduled by vendor with various HOD's/ team (HOD's or their representatives to provide brief and input material in form of brochures, catalogues, flowcharts, photographs etc.)	Client to give full access for required inputs and meetings  Sign off by client
Week 2		
Week 2-3	a) System Analysis Continues b) Template Design Initiation c) Technology / Architecture freeze d) Interactions  <u>Details</u> <ul style="list-style-type: none"> <li>Any remaining interaction with client/ clarification on input material continues.</li> <li>Agency compiles the input material</li> <li>Site template layout and structure preparation</li> </ul>	Clarifications and suggestions would be sought at this stage followed by submission of Site Structure & Home Page Layout.  Sign off by client
<b>PHASE II Development:</b> The phase involves module wise construction of HTML pages based on the Blueprint and templates. Each Module will be individually shown to the Client to seek suggestions and approvals. Once approved, the module will be sent for site integration.		
Week 4-6	<b>Week 4 (Design)</b> - Copy editing - HTML conversion	. Regular feedback from EdCIL

<ul style="list-style-type: none"> <li>- Creation of Graphics</li> <li>- Module wise page construction</li> <li>- Database Schema</li> </ul> <p><b>Week 5 (Programming)</b></p> <ul style="list-style-type: none"> <li>- Module wise Programming</li> <li>- Page wise integration</li> <li>- Database connectivity</li> <li>- CMS Connectivity</li> </ul> <p><b>Week 6 (Integration)</b></p> <ul style="list-style-type: none"> <li>- Site integration</li> <li>- Beta Testing/Debugging</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrations to EdCIL</li> </ul>
	Sign off by Client

**PHASE III Post-Development:** The phase involves Final Testing & User Acceptance Testing of the site by the on the demonstration server. Deployment & Documentation of the site would follow.

Week 7-14	<p><b>Week 7 -14</b></p> <ul style="list-style-type: none"> <li>• Final Testing</li> <li>    User Acceptance Testing</li> <li>• Meta Tagging</li> <li>• Deployment</li> <li>• Testing</li> </ul> <p><b>Week 8 - 9</b></p> <ul style="list-style-type: none"> <li>• Documentation</li> <li>• Training on BackOffice &amp; Site Usage</li> <li>• Promotion and Publicity under various search engines</li> </ul>	Client to approve the finally integrated web site Hosting of Final Web Site
		Submission of Site documentation and Training on Site Usage Sign off by Client
Week 8-14	<b>Intranet Development</b>	Planning, programming & Training and Deployment

## X Terms Of Services

- **Initialization:** The project development would start within a day of the receipt of the Order letter and/or signed copy of this document from the client. The Last date of Project and Finalization would be derived as per the period of project development sought from the client in this document.
- **Content Sourcing:** The client would provide full support to access and source the content of the Web Site. Any delay at either end should be acknowledged by email or some other recorded means.

- **Copyrights:** The copyrights of content and design of the finally complete project will rest with the Client.
- **Communication:** Preferred means of communication, which include Phone, Fax, Email, and Postal Mail, should be exchanged between Vendor and EdCIL. However, recorded means (such as Email, electronic documents delivered by hand in a CD, hard copy of documents delivered by courier or registered postal services) should be used to convey any modifications/changes, which may affect the scope of work.
- **Change Management:** Both sides should agree on freezing of various site modules prior to module development. This would require flow-chart agreed upon by the client.
- **Confidentiality:** Vendor would work in total confidentiality regarding the project identity, content, methodology & material.
- **Support & Response Time:** Vendor commits to provide immediate response to update related support calls during warranty period or maintenance phase. Following points can be used as guidelines for the response time for site updatations. For Site Updates
  - i. 4 Hours during business hours .
  - ii. 8 hours after business hours .
  - iii. 12 hours during non-working days/holidays
- **Client Obligations:**
  - i. Acknowledge the receipt of content as and when it reaches either by email or some other recorded means.
  - ii. Acknowledge and notify the delay caused due to reasons not under direct control of Client such as natural calamities, bandhs, war etc.
  - iii. Hold the responsibility for unilaterally delivering the deliverables mentioned in this document.
  - iv. Maintain full confidentiality of the material delivered in the context of project development

## Chapter - 6

### BID EVALUATION AND ELIGIBILITY CRITERIA

#### 1. Bid Evaluation Process

The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS). The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:

i) **Initial Eligibility:** The bids will be screened based on the initial eligibility criteria mentioned at Clause No.-2 of this chapter of this Bid document. Applicants found eligible based on the Initial Eligibility Criteria alone will be considered for the next stage evaluation.

ii) **Demonstration and Presentation**

EdCIL shall call the responsive bidders for presentation to demonstrate the concept and design and their technical strengths of the proposed solution and also to assess their understanding of the scope of work and its execution.

They would also demonstrate the following:

- Prior experience of development of website
- Capability of the Bidder to develop the required website
- Availability of adequately trained personnel in the organization to develop the website
- Security and software quality certification if any

iii) **Detailed Evaluation:** The applications found eligible as per the Initial Eligibility Criteria shall be further evaluated based on the parameters mentioned at point 4.0 of this chapter.

iv) **Opening of Financial bid:** Financial bids of those bidders who qualify in the detailed evaluation of technical bid will be opened and evaluated as per methodology given in the final evaluation.

iv) **Final Evaluation:** Final Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS) with 70% weightage for technical evaluation and 30% weightage for commercial evaluation.

## 2.0 Initial Eligibility Criteria for shortlisting of Bidders:

The eligibility of the bidder will be evaluated based on the document furnished against the criteria as given below:

Sr. No.	Criteria	Documents Required
i)	Should have successfully developed at least Three websites for Govt./ PSU Organisations during the last three financial years.	Copies of Work Orders and compilation report and reference of the contact person (name address and telephone no.)
ii)	Companies incorporated in india under companies act 1956 or societies registered in India under societies registration act 1860 or trusts registered in India under indian trust act. Companies/societies must be registered on or before 01/04/2009.	Copy of the Certificate of incorporation/registration/trust deed
iii)	<p>Bidder should have satisfactorily completed "similar works" as follows during the last three Financial Years (i.e. FY 2012-13, 2013-14 &amp; 2014-15) &amp; till Bid Submission Date for PSUs/Govt. Departments/Govt. Organizations or "Others":</p> <p>a) Three similar completed works costing not less than Rs. 8 lacs each (or)</p> <p>b) Two similar completed works costing not less than Rs. 10 lacs each (or)</p> <p>c) One similar completed work costing not less than Rs. 16 lacs.</p> <p>"Similar Work" means that the bidder has successfully designed, developed and implemented Website Project having data base driven dynamic content and CMS functionalities.</p> <p>"Others" means any Company other</p>	<p>(i) Copies of the Work Order And (ii) its completion certificates, (or) other documentary evidence to establish completion of the work. And (iii) Proof of Annual Turn-over of "Corporate Sector" clients.</p>

	than Government/PSUs having average annual turnover not less than 400 crore during the last three financial years (i.e. FY 2012-13, 2013-14 & 2014-15).	
iv)	Bidder must have an average annual turnover of Rs. 5 crore for the last three financial years (i.e. FY 2012-13, 2013-14 & 2014-15). Average turnover generated from services related to Website/ Web portal development during the last three financial years (as per the last published income statement), should be at least <b>Rs. 2 Crores.</b>	Certificate from Auditors/ Company Secretary signed in original and endorsed by the bidder's representative signing in the bid. development.

#### 4.0 Detailed Technical Evaluation (QCBS Method)

i) The Bidders meeting the initial eligibility criteria shall be further evaluated based on the following parameters:

S.No.	Statute of Agency	Max. Marks	No. website up to 4	No. website up to 8	No. website -up to 16 & more	Remarks
1	No. of Websites Developed for Public Sector Undertaking (PSU)/ Govt.	20	5 marks	10 marks	20 Marks	Copies of the Work Order and completion certification to be attached
2	<b>PROPOSED TEAM</b>		No. of developers up to 5	No. of developers up to 10	No. of developers up to 20 & more	<b>The personnel should be on permanent rolls of company duly certificate from Company Secretary should be attached and cv also attached</b>
	Software developers (Qualification BE/BTech degree in CS/IT or MCA or equivalent with having minimum 2 years experience)	20	5 marks	10 Marks	20 Marks	

3.	<b>Turnover</b> Average turnover generated from services related to Website/ Web portal development during the last three financial years (as per the last published income statement), should be at least Rs. 2 Crores		Turnover up to 2 Crores <b>20 Marks</b>	Turnover more than 2 Crores & upto 4 Crores	Turnover upto 8 Crores & more	Certificate form Auditors/ Company Secretary signed in original and endorsed by the bidder's representative signing in the bid.
4	<b>Visual Designers</b> (For look,feel, and aesthetics)	<b>15 Marks</b>	No of designer up to 5	No of designer up to 10	No of designer up to 15	The personnel should be on permanent rolls of company duly certificate from Company Secretary should be attached and cv also attached
5	<b>CMMI Level</b>	<b>5 Marks</b>	CMMI Level 3	CMMI Level 4	CMMI Level 5	Copy of the Certificates
	<b>Total</b>	<b>80</b>	-			

Sl. No.	Demonstration & Technical Presentation of already Implemented & Functional Bi-lingual (English-Hindi) website of any PSU/Government (Vendor's Best Work comparable to comprehensive scope in this RFP ) for following aspects	Max. Marks	Average	V Good	Excellent
1	Look and Feel of the website	5			
2	Home page design & layout	5			
3	Ease of Navigation and use	3			
4	Quality of images & graphics	4			
5	Functionalities	3			
<b>Total</b>		<b>20</b>			
<b>Grand Total ( 80 + 20 )</b>		<b>100</b>			

## 5. Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The EdCIL shall inform the date, place and time for opening of financial bid.

The Commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

## 6. Final Evaluation of the Bids

The final selection of the bidder will be based on QUALITY AND COST BASED SELECTION (QCBS).

There will be 70% for Technical Evaluation and 30% weightage for Financial Evaluation.

The individual bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100 \%$  (rounded off to 2 decimal places)

Where:

$F_n$  = Normalized commercial score for the bidder under consideration

$F_b$  = Absolute financial quote for the bidder under consideration

$F_{min}$  = Minimum absolute financial quote

$T_n$  = Technical Score

Composite Score (S) =  $T_n * 0.7 + F_n * 0.3$

The bidder with the highest Composite Score(S) would be awarded the contract.

## Chapter -7

### Proposed Contract Terms

#### **10.1. General Conditions of the Bid**

##### **1) Income Tax, VAT/ Service Tax Registration and Clearance Certificate**

No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax and Service Tax Act prevalent in the State where his business is located shall tender. The Service Tax Registration Number should be quoted and Service Tax clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of tender shall be submitted without which the tender is liable to rejection.

##### **2) Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

##### **3) Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

##### **4) Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

##### **5) Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Delhi Government.

**b) Governing Law and Choice of Forum:**

- The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
- Any suit/legal action filed by any third party on account of the services provided by the Service Provider against any item related/pertaining to this project shall be settled by the Service Provider at his own cost. EdCIL will NOT be a party to the same.

**6) Deliverables**

The bidder whose tender is accepted shall arrange to start the services as mentioned in the Bid document.

**7) Rates/ Prices**

The AMC rates quoted shall remain firm during the period of contract initially for three years.

**8) Terms of Payment**

- a) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- b) 80% payment would be given after successful completion of website development, hosting, security audit and satisfactory report certified by DGM(IS Unit) and remaining 20% payment will be made after 90 days, of 'Going Live', on satisfactory performance of the website, as certified by DGM(IS).
- c) All payments shall be subject to TDS.
- d) AMC payments would be released in two parts (on half yearly basis). First part 50% AMC payment will be made after six months and remaining payments given after next six months.
- e) In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

**9. Standard of performance**

- a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL The Bidder shall always support and safeguard the

legitimate interests of EdCIL, in any dealings with the third party.

The bidder shall enter into a non-disclosure agreement with EdCIL.

- b) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- c) The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and Requirements. The Development of Bilingual Corporate Website before installation will be subjected to 'Security Audit by Cert-In empanelled agency.
- d) The security of the system should be foolproof and shall be treated "not foolproof", where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by bidder.

## 10. Copyright

The copyright in all documents and other materials containing data and information furnished to EdCIL by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to EdCIL directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 11. Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project. EdCIL should be indemnified against any claim arising from such infringement.

## 12. Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of EdCIL.

### 13. Performance Security

Within 15 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 10% of the total order value for the first year as demanded by EdCIL, valid for 18 months from the date of award of the contract, failing which EMD of the same will be forfeited & the contract will be cancelled. The Performance Security shall be in the form of Bank Guarantee issued by a Nationalised bank in favour of "EdCIL (India) Limited" as per format given in Annexure 7. This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the bidder from time to time.

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.

The Performance Bank Guarantee will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 15 days of receipt of such an amendment furnish the amendment to performance Bank Guarantee, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

### 14. Consortium

No consortium will be entertained by EdCIL.

### 15. Penalty Clause / Liquidated Damages

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the Service Provider and not in any way attributable to the delay on the part of EdCIL, a penalty @ 1% of the bid value of the delayed stage of the item, per week (subject to a maximum 10%) may be imposed and accordingly the time for the next stage be reduced by EdCIL, to account for the delay.

If the delay adversely affects Development of Website, the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. EdCIL may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Service Provider.

## I. Liquidated Damages

- (a) Notwithstanding EdCIL's right to cancel the order, liquidated damages for late delivery and commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- (b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- (c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- (d) EdCIL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the bidder. Liquidated damages will be calculated on per week basis.

## II. Penalty

- (a) The Bidder shall perform its obligations under the agreement entered into with the EdCIL, in a professional manner.
- (b) In the event of failure of maintaining the SLA, penalty of 1% of the cost of website development value per week would be levied subject to a maximum of 10% of the total cost.
- (c) EdCIL may recover such amount of penalty from any payment being released to the Service Provider, irrespective of the fact whether such payment is relating to this contract or otherwise.
- (d) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the EdCIL has to take corrective actions to ensure functionality of its site, the EdCIL reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
  - i) The EdCIL shall resort to penalty clauses under intimation to the bidder.
  - iii) If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the EdCIL reserves the right to either cancel the order or to recover 10% of cost of website as Penalty / Liquidated Damage for non-performance from the Bidder.
- (e) In any event of levying any penalty on any responsible party, the penalty amount would not exceed the website development cost awarded to that particular party.

## 16. Delays in the Bidder's Performance

Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

## 17. Termination

The Purchaser may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence the purchaser shall give not less than thirty days written notice of termination to the Service provider.

### a) Termination Of The Contract

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal measures;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

### b) Consequences Of Termination

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) **Termination For Convenience**

- i. EdCIL, by Notice sent to the Service Provider, 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 EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.
- iii. Either party may terminate the contract by giving a notice of 90 days.

## 18. Settlement of Disputes

- a) **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for

settlement of disputes.

**19. Arbitration:**

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

**20. Reservation of Rights:**

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants to assist EdCIL in the evaluation or review of proposals.
- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

**21. Suspension**

- a) EdCIL may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
  - Shall specify the nature of the failure and

- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the cost of the Service Provider.

## 22. Force Majeure

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

## 23. Responsibilities of the Bidder

- The bidder shall be responsible for the study, development of website without any bugs and security breaches.

## 24. Interpretation

In these Terms & Conditions:

- a. References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

- b. References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this Bid Document.
- c. The headings are inserted for convenience and are to be ignored for the purposes of construction.
- d. Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- e. In case the Bid Document is silent on the items contained in the bid, the decision of EdCIL shall be final & binding on the Bidder/ Bidders.
- f. For the entire purpose of this tender/work/assignment, EdCIL would be the first party, who intends to award the tender/work/assignment to a suitable organization, called the second party, and as per the standard language, would be, hereinafter, called bidder.
- g. The term bidder would include tenderers/bidders/agencies/interested parties and may include any such term which so far has not been used, but may be used to refer the second party. These terms may be used interchangeably too, words, Tender and bid, may also be used interchangeably.
- h. The selected bidder would also be included in the term bidder, for the sake of clarity.
- i. The terms, examination and evaluation may also be used interchangeably.

## 25. Change in Laws & Regulations

- Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in state/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions wherever applicable, in accordance with Clause "Contract Price".

## 26. Acceptance Tests

- The selected bidder in presence of the EdCIL authorized officials will conduct acceptance test of the website. The test will involve installation and commissioning and successful operation of the hardware, software,

communication equipment etc. No additional charges shall be payable by the EdCIL for carrying out these acceptance tests.

## 27. Audit by Third Party

- EdCIL at its discretion may appoint third party for auditing the activities of software development, onsite services and operations of entire services provided to the EdCIL. The Service Provider will provide full access and cooperation to enable this Audit by a third party empanelled with Cert-IN in warranty and AMC period.

## 28. Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/ liquidated damages, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

## 29. Special Terms and Conditions

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- Apart from the original bid to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid bids. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to scope of work, contract value, payment terms, liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency at risk and cost in addition to damages and penalty.
- Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s)

is/are liable to be rejected. Bidding through consortium is not allowed.

- The volume of business is indicative only and cannot be guaranteed.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final. Initially the contract will be for three years.
- The Service Provider shall have to carry/ demonstrate complete System Test Run (STR) with test data to the EdCIL before implementation.
- Bidder should have adequate arrangement for contingency situations.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder.

Annexure 1**Bid Form**

## I. Addressed to

a.	Name of the tendering authority	DGM (IS) EdCIL (India) Limited NOIDA
b.	Address	EdCIL House 18-A, Sector 16-A NOIDA - 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372

## II. Ref Number: EDCIL-IMS-IS-Website/2015

## III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				
11.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	2012-13	2013-14	2014-15	

12.	Clientele: (Clients from whom certificates of satisfactory report can be produced should be mentioned)	Banks and FIs	Government Departments & Undertaking	Other Reputed Concerns	
13.	Security and other Software certifications				
14.	Indicate if organization has been blacklisted or not.				
15.	Organizations where the Bidder is Providing Website Maintenance	Name of Organization	Assessments services being provided since	Contact Person, designation, Postal Address, Telephone, Fax and e-mail address	Whether certificate of satisfactory service is included. If not, the work will not be considered
16.	Are there any clarifications, etc. that the Bidder may like to make.				

IV. The Tender document fee amounting to Rs. 1,000/- (Rupees One Thousand Only) has been remitted vide DD/ Banker's cheque No.\_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, New Delhi, India.

V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VI. The rates for the services as prescribed in financial document are given separately in the financial bid.

VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.

VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favour of EdCIL (India) Limited, Payable at New Delhi, India.

S. No.	Earnest Money deposited through	Number	Dated
1.	DD/ Banker's Cheque ( <i>Payable at Noida Only</i> ) or Bank Guarantee		

IX. Tax Clearance Certificates:

S. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number	Page No.
1.	VAT-TIN			
2.	CST			
3.	Service Tax			

X. No Advance payment shall be made. Payments shall be made as per payments terms.

XI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

XII. Financial Bid given in this Bid Document is enclosed in a separate envelope duly signed and sealed.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure 2**

**Letter of undertaking**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

DGM (IS)  
 EdCIL (India) Limited (EdCIL)  
 EdCIL House, Plot No.18A, Sector-16A,  
 NOIDA - 201301 (U.P.), India

Sir,

**Subject: Development of Bilingual Corporate website and Intranet for EdCIL**

This bears reference to EdCIL Bid No. \_\_\_\_\_ Dated \_\_\_\_\_. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent EDCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_\_/\_\_\_\_/2016 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
 Place:

Annexure 3**SELF-DECLARATION - NON BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

DGM (IS)  
 EdCIL (India) Limited (EdCIL)  
 EdCIL House, 18 A, Sector-16 A  
 NOIDA - 201301 (U.P.), India

Sir,

In response to the Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ for Development of Bilingual Corporate Website of EdCIL, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ 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/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 4**DETAILS OF SIMILAR WORKS EXECUTED**

S No	Name of Work / Project & Location	Owner of sponsoring organization	Project Cost of Work (in Lakhs)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

FORMAT ON TECHNICAL EXPERIENCEWORKS/PROJECT UNDER EXECUTION OR AWARDED

S No	Name of Work/ Project & Location	Owner of sponsoring organization	Project Cost of Work (in Lakhs)	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
Place:

**Annexure 6**  
**Financial Bid**

Name of the Bidder & Address: \_\_\_\_\_

---

I/we hereby submit the consolidated financial proposal for Development of Bilingual Corporate Website & Intranet for EdCIL as per the Scope of work given in this Bid document within the time specified and in accordance with the terms and conditions.

**A. Development of Website/Intranet**

<b>S.NO.</b>	<b>Activity</b>	<b>Cost in Rs.</b>
1	Bilingual Website Development with 1 year warranty from the date of successful delivery and hosting	
2	Bilingual Intranet Development with 1 year warranty from the date of successful delivery and hosting	
3.	Security Audit by empanelled Cert-IN agency- For Website Development	
4.	Security Audit by empanelled Cert-IN agency- For Intranet Development	
Total		
Add Taxes		
Total Cost		
<b>Total Cost in Word (Rupees .....)</b>		

**B. AMC of Website / Internet**

<b>S.NO.</b>	<b>Activity</b>	<b>Cost in Rs.</b>
1.	AMC of Website for each Year after completion of one year Warranty	
2.	AMC of Intranet for each Year after completion of one year Warranty	
Total		
Add Taxes		
Total Cost		
<b>Total Cost in Word (Rupees .....)</b>		

Note: Warranty and AMC cost should include onsite resource to undertake website content update,design support, bug fixing ,maintain site backup and assist in troubleshooting .

Signature of Authorized Person \_\_\_\_\_

Name of Company with Seal \_\_\_\_\_

Annexure-7PERFORMANCE BANK GUARANTEE FORM

Name of the Bank: -----

EdCIL (India) Ltd,

Acting through -----

(Designation and Address of contract signing authority)

**Bank Guarantee Bond No** \_\_\_\_\_ **Date:**-----

PERFORMANCE GUARANTEE BOND

In consideration of the Chairman and Managing Director ( Designation & address of Contract Signing Authority), EdCIL (India) Ltd( hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----dt..... Made between..... (Designation & address of contract signing Authority) and ..... (here in after called "the said Supplier(s)" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ..... ₹ .....only)) as a performance security Guarantee Bond from the Supplier for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ ..... ( ₹ .....only) on demand by the EdCIL (India) Ltd.

2. We..... ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority) EdCIL(India) Ltd , stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Supplier of any of the terms of conditions contained in the said agreement or by reason of the Supplier failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. ( ₹ ..... Only).

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Supplier in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We. ..... ( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ..... (Designation & Address of contact signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

5. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Supplier and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any bearing act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Supplier(s).
8. We,.....(indicate the name of the Bank ) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto ( Date of Completion plus Maintenance Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... ( Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

(indicate the name of bank)

Signature of Banks Authorised official

Witness

( Name )-----

Designation with Code No. -----

1

Full Address-----

2.

**PROFORMA PRE CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2016, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part  
And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards Developing Bilingual Corporate Website for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. EDCIL-IMS-IS-Website/2015 dated ... .2016.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. EDCIL-IMS-IS-Website/2015 dated 001.2016 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange

for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is *prima facie* found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

### 3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

#### 4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

## 5. EARNEST MONEY (SECURITY MONEY)

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 50,000 as Earnest Money with the EdCIL through any of the following instruments:

- (i) Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the EdCIL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the EdCIL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The instrument for Earnest Money / Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6.0 SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, an Independent Monitor(s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.

## 7. FALL CLAUSE

7.1 The bidder undertakes that he has not quoted lower rate for item rate offered in the present rate prevalent on that particular date in respect of any other Ministry/Govt./PSU. In case the same is found the difference amount to be recovered by EdCIL from the bidder.

## 8. INDEPENDENT MONITORS

8.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents

including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender \_\_\_\_\_ towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer  
Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

### Compliance Sheet

Sr. No.	Requirements / Compliance	Yes / No.
1)	Bid submitted in two envelope (i.e. technical & financial)	
2)	Cost of bid document through D.D. enclosed	
3)	EMD for Rs. 50,000 enclosed through DD	
4)	CMMI level 3 & above	
5)	Copies of Work Orders and reference enclosed	
6)	Proposed Team Details for Technical Evaluation(refer page no 26)	
7)	Certificate of incorporation/registration/ trust deed - enclosed	
8)	Copy of the certified and audited Profit & Loss Account and Balance Sheets of last 3 years - enclosed	
9)	Bidding firm is not an consortium of companies / firm	
10)	PAN No.	
11)	VAT/ Sales Tax Registration Certificate along with sales tax clearance certificate for last year	
12)	Service Tax Registration certificate	

## Annexure -A

LIST OF OFFICIALS OF AGENCY ASSOCIATED WITH THE PROJECT

S.NO.	Name	Designation	Qualification	Total Experience in years in the present Field	Description of functions

(Authorised Signatory): \_\_\_\_\_

Name of Authorised Signatory: \_\_\_\_\_

Name of the Firm: M/s. \_\_\_\_\_

Address of the Firm: \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_,

Phone : \_\_\_\_\_