



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.)

**Hiring of Agency
For
Infrastructure, Process & Security Audit of Computer
Based Recruitment Examination**

Tender Ref. No. EdCIL-IMS-SP(TEST)-2016/1		dated 21st November 2016
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) (A Government of India Enterprise) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India	
Date of Pre-Bid Meeting	5 th December 2016	
Last Date & Time of Submission of Bid	15 th December 2016 upto 1500 hrs	
Date & Time of Opening of Technical Bid	15 th December 2016 at 1600 hrs	

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

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CHAPTER - 1

Introduction

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

1. The company over the three decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and their large corporate.
2. EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. It currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Human Resource Development like “*Sarv Siksha Abhiyan (SSA)*”, “*Mid Day Meal Scheme (MDM)*”, “*National Mission on Education through Information & Communication Technology (NMEICT)*”, “*Rashtriya Madhyamik Shiksha Abhiyan (RMSA)*”, “*National Literacy Mission Authority (NLMA)*”, “*Higher Education Statistics and Public Information System (HESPIS)*”, “*Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)*” etc.
3. The company offers the following technology led solutions in the Education & Training space.
 - a. **Online recruitment Services:** The company is a known professional consultancy organization which provide on line recruitment / assessment services in selection and identification of personnel by conducting on line examinations / interviews / skill tests / Trade tests for various Ministries and Departments of Government of India / Public sector Enterprises, Autonomous bodies and Academic institutions across the country and has successfully conducted ‘Computer Based Recruitment Examination’ PAN India at approximately **3000** examination centers in **350** cities for various clients for the recruitment process of **16 Lakhs** candidates in **FY 2015-16**.
 - b. **IT and ICT Division** offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages and e-content

development, e-operation and management (networking & Wi-Fi facilities), solutions to educational institutions along with that setting up of virtual universities;

c. Skill Development & Human Resource Training including Teachers Training:

The company has expertise and large network of alliance partners and tie-up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects.

The successful clients include:

National

- Various Ministries; State Government; Statutory/Autonomous Bodies/Public Sector Undertakings; Private Sector;

Overseas

- Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc.

The organization has been organizing need based short term and long term training programs for foreign nations sponsored by their Governments/ International Funding Agencies at reputed educational institutions/training establishments. It has established a proven track record in the design and management of customized short term and long term training programs including study visits to meet the requirements of the international clients including foreign governments and funding agencies.

d. Marketing of Indian Education product overseas / Placement of Indian Teachers overseas:

One of the core service of EdCIL (India) Limited is Placement of International/ NRIs /PIO in reputed and prestigious Indian Institutions, recognized by the Regulatory Bodies, Government of India. Also the organization has extensive experience in facilitating Human Resource Development through secondment of Faculty/ Teachers and experts in diverse fields to various countries in Asia and Africa by maintaining a databank of resource persons and

closely associated with various academic Institutions / Bodies across the country.

- e. **Edu-Technology and Infrastructure Division** offers concept to commission services like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies, Project Evaluation, Project Management and Turnkey Solutions. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University , Indian National Railway University, Central Universities and many other institutes of national importance;
- 4. EdCIL has diversified into the other areas of Social Sector (Health, Agriculture and Rural Development) and has been accepted as a preferred service provider for undertaking consultancy assignments. In addition to the above, EdCIL has also executed several projects funded by World Bank, African Development Bank and other International Organizations.

CHAPTER - 2

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding contract. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
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, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ vendor/ supplier/ bidder responding to Invitation for Bids and who is participating in the Bid.
CCTV	Closed-circuit television, also known as video surveillance, is the use of video cameras to transmit a signal to a specific place, on a limited set of monitors.
Cert-IN	Indian Computer Emergency Response Team
Contract	"The Contract" means a legally enforceable contract entered into between EdCIL and the selected bidder(s) with mutual obligations
CVC	Central Vigilance Commission
Day	"Day" means a working day as per Government of India (GoI).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
GoI	Government of India
LoA	Letter of Acceptance
MHRD	Ministry of Human Resources Development
MSME	Ministry of Micro, Small and Medium Enterprises
NSIC	National Small Industries Corporation
Moderator	The appointed Academic who does the scrutiny of examination papers.
NIT	Notice Inviting Tender
OS	Operating System
OWASP	The Open Web Application Security Project is an online community which creates freely-available methodologies, documentation, tools, and technologies in the field of web application security.

PBG	Performance Bank Guarantee
Purchaser/ Tendering Authority	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.
RAM	Random Access Memory
Request for Bid	Bid document, is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service
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
SME	SME is the ‘Subject Matter Expert’ who is an appointed academic for the preparation of the examination paper.
SOP	Standard Operating Procedures
SoW	Scope of Work
TC	Tender Committee

CHAPTER – 3

PROJECT BACKGROUND

EdCIL (India) Limited intends to conduct a **vulnerability test (consisting of infrastructure, process and security audit)** from CMM level 5, CERT-In Empanelled and ISO 27001 certified auditing organizations/agencies for '**Computer Based Recruitment Examination**' of approximately 4 examination centers each in at least 20 cities across India.

The vulnerability test shall mainly comprise of the following activities concerned to complete security management process of '**Computer Based Recruitment Examination**':

- i. Physical security
- ii. Information security
- iii. Server security
- iv. Network security
- v. Content security
- vi. Infrastructure security

In this regard, EdCIL (India) Limited (hereinafter referred to as EdCIL) invites open bids from ISO 27001 certified, CMM level 5, CERT- In Empanelled organizations/agencies, located in India, for vulnerability test involving operation in the various aspects of examinations in Recruitment Services provided by EdCIL, in accordance with the terms and conditions of this document (hereinafter called bid document).

The party whose Bid is accepted by EdCIL at the end of the bidding process (the "Successful Bidder") may be awarded the project by EdCIL to take up the Project. The Successful Bidder shall be responsible for vulnerability test of all the process and examination centers for smooth, trouble free fair conduct of '**Computer Based Recruitment Examination**' in accordance with the terms and conditions laid down in the bid document.

CHAPTER - 4

NOTICE INVITING TENDER

Reference No. EdCIL-IMS-SP(TEST)-2016/1

Dated:21/11/2016

EdCIL invites bids through open tender (two packet system) from the eligible Indian bidders for Infrastructure, Process and Security Audit of 'Computer Based Recruitment Examination'. The mandate is to assess end to end process of 'Computer Based Recruitment Examination' from online receipt of applications of candidates till final output of merit list/ result generation and infrastructure check at approximately 4 examination centres each in 20 cities. The details of NIT are as mentioned below:

S.No	Item	Details
1.	Name of the issuing officer	General Manager (Recruitment Services) EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
2.	Place of Submission of Bid document	EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
3.	Details of Bid document to be available on the website www.edciliindia.co.in from the date of issue	21 st November 2016
4.	Last date for submission of Bid Query online at root@edcil.co.in	2 nd December 2016
5.	Date of Pre-Bid meeting(For online query please mention "Bid Query" in the subject line)	5 th December 2016 at 1500 Hrs
6.	Last date and time for submission of Bid documents	15 th December 2016 upto 1500 hrs
7.	Date and time of opening of Bids	15 th December 2016 upto 1600 hrs
8.	Place of opening of Bid Document	EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)

CHAPTER- 5

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

The Tender will have two packet systems for the scope of the work:

- 1.1 Technical Bid consisting of all Technical details along with commercial terms and conditions.
- 1.2 Financial Bid indicating item wise price for the items mentioned in the bid.
2. 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:
 - 2.1 The documents of the Technical Bid shall be placed in a duly signed and sealed envelope clearly marking "**Technical Bid for Hiring of agency for Infrastructure, Process and Security Audit of 'Computer Based Recruitment Examination'**".
 - 2.2 The financial Bid shall be placed in separate duly signed and sealed envelope clearly marking it as "**Financial Bid for Hiring of agency for Infrastructure, Process and Security Audit of 'Computer Based Recruitment Examination' (Not to open with Technical Bid)**".
 - 2.3 The above two envelopes shall be placed in third envelope, which shall also be duly signed and sealed and marked as **Bid Document for Hiring of agency for Infrastructure, Process and Security Audit of 'Computer Based Recruitment Examination'**
3. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
4. The cover/ envelope thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
5. The tender received late and declared late by the Bid Evaluation committee after the last date and time for receipt of bid prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
6. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

7. Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
8. Bidder should take into account any corrigendum published on the bid document before submitting their bid.
9. Bidders are advised to go through the bid document carefully to understand the documents required to be submitted as part of the bid.
10. Bid document may be downloaded from the website www.edcilindia.co.in and signed copy of bid document may be submitted at the time of bid submission
11. As part of the bid, the bidder should provide the Bid Fees and EMD as follows:
 - 11.1 The Bidder must furnish the bid fee for Rs.1000/-(Rupees One Thousand only) in favour of **EdCIL India Ltd.** "Payable at Delhi / **Noida (U.P.)** in the form of Demand Draft, along with the Bid document at the time of Bid submission, failing which the bid will be rejected.
 - 11.2 The Bidder must furnish earnest money for Rs.50,000/-(Rupees Fifty Thousand only) in favour of **EdCIL India Ltd.** "Payable at Delhi / **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be summarily rejected.
 - 11.3 The earnest money of unsuccessful bidders shall be refunded without interest after signing of the contract with successful bidder.
 - 11.4 EMD of successful bidder shall be returned without interest within 90 days after submission of Performance Bank Guarantee @ 10% of the work order.

12. **Exemption of Submission of Bid Fees and EMD**

All MSME Units having valid registration certificate issued by NSIC are exempted from submission of Bid Fees and EMD, but they have to submit the requisite valid registration & exemption certificate issued by NSIC. If they fail to submit the required certificates, the bids submitted by them will be summarily rejected.

13. The EMD will be forfeited on account of one or more of the following reasons:
 - 13.1 The bidder withdraws its proposal during the bid validity period.
 - 13.2 The bidder does not respond to the requests for clarification of its proposal.
 - 13.3 The bidder fails to provide required information during the evaluation process.

13.4 In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

14. Assistance to Bidders

Any queries relating to bid document and the terms and conditions contained therein should be addressed to the tender issuing officer for the tender or the relevant contact person indicated in Notice Inviting Tender.

15. Cost of the tender

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

16. Content of the tender

The bid document includes:

1. Project Background
2. Instructions to bidders
3. Scope of work
4. Proposed Contract Terms
5. Financial Bid
6. All Annexure as per Tender

The bidder is expected to examine all sections of the bid document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

17. Clarification on tender

A prospective bidder requiring any clarification on bid document may submit queries to the issuing officer in the following format so as to receive before the date of pre-bid meeting:

S.No.	Section no	Clause No	Reference/Subject	Clarification sought

EdCIL will respond to any request for clarification or queries on the bid document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and are not obliged to send individual replies to the bidders. Bidders are advised to see the clarifications/amendments given by EdCIL during the bid process.

18. Pre-bid meeting

The bidder or his official representative is advised to attend a pre-bid meeting on 05.12.2016 at 1500 hrs. at the corporate office of :

EdCIL (India) Limited,
EdCIL House, 18 A, Sector 16A,
NOIDA – 201 301 (U.P)

The purpose of this meeting will be to clarify issues and to answer all queries questions on the subject that may be raised in the pre bid meeting.

The bidder is requested to submit any query in writing to email id root@edcil.co.in so as to reach not later than 2nd December, 2016.

Queries relevant to the Bid documents shall be addressed to the General Manager (Recruitment Services), EdCIL. Reply to the bidder's queries will be made by the EdCIL(India) Ltd.

In respect of clarifications sought, the following shall apply:

1. EdCIL reserves the right not to consider any condition that is found unacceptable.
2. If in EdCIL opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by EdCIL and the accepted conditions will be incorporated.

If EdCIL deems it appropriate to revise any part of this Bid document or to issue additional data to clarify an interpretation of the provisions of this BID, it may issue supplements to this BID. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by putting up on EdCIL Website (<http://www.edcil.co.in>). Any such supplement shall be deemed to be incorporated by this reference into this BID.

19. Amendment in Bid document.

- a. At any time up to the last date for receipt of Tender, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document by an amendment.
- b. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid documents and will be binding on them.

- c. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

20. 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.

21. 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, timeframe for implementation etc. as mentioned in Bid document.

22. Documents comprising the bid

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience as per Eligibility Criteria
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Average Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Financial Bid Format as per Annexure 8
- iii) The bidders should quote their most competitive prices/rates.
- iv) 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 are no alterations / corrections in the charges submitted by them.
- v) In case of a discrepancy between the charges in figures and words, the charges in words will be considered as correct.

vi) The charges quoted shall be firm throughout for the period during the currency of the contract and shall not be subject to any variation/revision.

23. Bid Prices

23.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.

23.2 The bidder shall prepare the bid based on the details provided in this bid document. The bidder shall carry out all the tasks in accordance, with the requirement of the bid document and it shall be the responsibility of the bidder to fully meet all the requirements of the bid document.

23.3 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.

23.4 The Financial bid should clearly indicate the amount to be charged as a service charge without any conditions, whatsoever and should mention explicitly all taxes, duties, levies, service tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project; it will be borne by EdCIL.

24. Authorized Signatory

- a. The bid document should be signed by the authorized representative of the bidder.
- b. The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

25. Period of Validity of Bid

Bids shall remain valid for the period of 90 days after the date of opening of technical bid. A bid valid for a shorter period may be rejected by EdCIL as non responsive. In exceptional circumstances, EdCIL may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

26. Last date and receipt of Bid

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, EdCIL may, at its discretion, extend the last date for the receipt of bids by amending the tender.

27. Late Bid

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.

28. Opening of Technical Bids

EdCIL will open Technical Bids as per schedule. The bidders 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, Bid would be opened as per schedule. In the event of the specified date of Bid opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

29. Announcement of Bids

The Bidder's names, bid fees and EMD submitted will be announced at the opening of Technical Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

30. 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. No representation in this regard would be entertained after rejection of the Bid.

31. Completeness of Bids

EdCIL will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Bid 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.

32. 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 Bidder has provided misleading information or has been debarred or blacklisted by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years.

If the bidder deliberately gives incorrect or misleading information in their bid or wrongfully creates circumstances for the acceptance of the bid, 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.

The bidder should also execute the integrity deed with EdCIL and should submit duly filled and signed Pre-Contract Integrity Pact as **per Annexure-10.**

33. Preliminary examination

EdCIL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by EdCIL.

- 34.** Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
- 35.** 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 though consortium is not allowed.

36. Opening of Financial Bids

The financial bids will be opened for the shortlisted technically qualified bidders. The name of Bidder, bid prices of each Bidder, 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 in due course.

37. Time Schedule

The successful Bidder will be required to adhere to the time schedule of activities as stated below in the table and no request to change the last date or extend period/time for execution shall be entertained by EdCIL.

S. No	Activity	Expected no. of days (from the date of award of work / LOA/Date of examination as applicable)
1	IT Centralized and Infrastructure, Physical, Logical and Network Vulnerability Test of examination centres prior to the examination	10 days
2	Examination Software Application Vulnerability Test & Process Audit	10 days
3	Review of Process prior to or on the day of the Examination	3 days (on examination day)
4	Evaluation management and SME Quality Check	5 days (post examination)
5	Review of Result/ Merit List Generation	3 days (from the date of sharing the result)
6	Draft Report submission/ Status update on vulnerability assessment	45 days
7	Final report submission on Vulnerability assessment/ Security Audit of Computer Based Recruitment Examination	60 days

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 bids submitted by the bidders will be evaluated by taking the following factors 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 the Bid document. Applicants found eligible based on the Initial Eligibility Criteria will be considered for the next stage evaluation.
- ii) **Demonstration and Presentation:**

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

 - Prior experience of the Bidder in Infrastructure, Process and Security Audit of Computer Based Recruitment Examination
 - Capability of the Bidder to conduct vulnerability test of 4 examination centers each in at least 20 cities across India.
 - Details of the infrastructure for successful completion of work
 - Availability of adequately trained personnel in the organization to conduct the vulnerability test
- iii) **Detailed Evaluation:** The applications found eligible as per the Initial Eligibility Criteria shall be further evaluated based on the parameters mentioned at point 3.0 of this chapter.
- 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 short listing for Bidders

Bidders are required to submit documentary evidence in support of the following Eligibility Criteria. In the absence of desired supporting documents as mentioned against each criterion, the bid will be rejected summarily:

S.No	Eligibility Criteria	Documentary evidence to be submitted
1.	The Bidder must be a individual Company/ Firm/ organization/ agency registered under Indian Company Act, 1956/ The Partnership Act 1932. Consortium of companies/ firms is not allowed	Certificate of incorporation/ registration/ trust deed
2.	The bidder should neither have been Debarred and / or blacklisted by any Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only)	Non-judicial stamp paper of value Rs. 100/- as per Annexure-3.
3.	The bidder must have conducted at least 15 Infrastructure, process and security audit for Government Departments / Autonomous Bodies / PSU PAN India in the last three financial years (FY 2013-14, 2014-15 & 2015-16).	Copies of Work Orders and Completion certificate
4.	The Bidder must have experience of auditing at least one online examination process with at least 150 examination centres.	Copies of Work Orders and completion certificate
5.	The bidder should have minimum average total turnover of Rs. 10 Crores during last three financial years (FY 2013-14, 2014-15 & 2015-16). Out of which average turnover generated from services related to Infrastructure, Process and Security Audit during the last three financial years (as per the last published Income Statement) should be at least Rs. 05 Crores	A certificate of Turnover from Statutory Chartered Accountant with self-attested audited balance sheet for the last three financial years

6.	The agency should be certified for compliance with established Information Security Standards such as ISO 9001:2015 & 27001 (The bidding agency shall ensure that such certificate is valid through the Contract term. Any renewal of such certificate shall be the sole responsibility of the bidding agency without any recourse to EdCIL in any manner whatsoever)	Copies of ISO 9001:2015 & 27001 certificate
7.	The Bidder must have been empanelled with CERT-In as an auditing organization, having valid empanelment certificate.	Copy of Empanelment certificate
8.	Bidder must have Certifications for CMM Level 5	Copy of valid certificate

The bidders who qualify in the initial eligibility criteria as mentioned above will be invited for the technical presentation as per the parameters define in clause 1 (ii).

3.0 Detailed Technical Evaluation

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

S.N o	Parameters	Documentary evidence to be submitted	Maximum Score
1.	Certifications for CMM Level 5	Copy of certificate for CMM level 5	10
2.	Certificate for ISO 9001:2015 & ISO 27001	Copy of certificate	10
3.	CERT-In empanelment	Proof/ certificate for CERT-In empanelment	10
4.	Minimum 70 employees on role involved in conducting Infrastructure, Process and Security Audit i) >=70 to 100 employees : 05 ii) >=100 employees : 10	Details of employees on roll issued by HR Head	10
5.	Average annual turnover during last three financial year (FY-2013-14, 14-15 & 15-16) should be i) >=10 to 20 crores : 10 ii) >=20 crores : 15	Certified balance sheet for the financial year 2013-14, 2014-15 & 2015-16	15
6.	Average turnover from the services related to infrastructure, process & security audit	Certified balance	15

	more than Rs. 05 crores during last three years (FY- 2013-14, 14-15 & 15-16) i) >=05 to 10 crores : 10 ii) >= 10 crores : 15	sheet for the financial year 2013-14, 2014-15 & 2015-16	
7.	Implementation of minimum 15 Infrastructure, Process and Security Audit services for Govt. Depts./Govt. Agency/ PSUs/ Educational Institutions/ listed companies in India during last three Financial Years. (FY 2013-14, 14-15 & 15-16) i) >= 15 to 25 security audits : 05 ii) >= 25 security audits : 10	Copy of work order and clientele list	10
8.	Experience of auditing online examination process with at least 150 examination centres i) 150 examination centres : 5 ii) More Than 150 examination : 10	Copy of Work Order	10
9	Presentation	Based on Presentation	10
	Total		100

Those Bidders, who scores at least **75** marks out of 100 in the defined scoring mechanism, would be considered technically qualified. Financial Bids of only such technically qualified bidders shall further be opened.

4. Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible and they shall be informed in due course. 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.

5. 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% weightage for Technical score and 30% for Financial score.

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

$$Fn = F_{min}/Fb * 100 \text{ (rounded off to 2 decimal places)}$$

Where:

Fn =Normalized commercial score for the bidder under consideration

Fb =Absolute financial quote for the bidder under consideration

F_{min} = Minimum absolute financial quote

$$\text{Composite Score (S)} = Ts * 0.7 + Fn * 0.3$$

The bidder with the highest Composite Score(S) would be awarded the contract. In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.

CHAPTER – 7

SCOPE OF WORK

Objective

EdCIL proposes to identify Bidder(s) for conducting an Infrastructure, Process and Security Audit of end to end process of 'Computer Based Recruitment Examination' from online receipt of applications to final merit list/ result generation and assessment of examination centres (PAN India) to address the critical challenges if any in the process of conduct of online examination at different centres as per client's requirement.

The Infrastructure, Process and Security Audit shall comprise of following activities:

1. Infrastructure, Physical, Logical and Network Vulnerability Test of examination centres:-

- The entire centralized examination conducting IT infrastructure and connectivity to centers.
- Physical & Environment Vulnerability Assessment at minimum 4 sample and representative examination centers in at least 20 cities across India (centre details will be provided to successful bidder later on) which includes audit of surveillance such as LAN connection, desktop, local server, CCTV, Jammers, if any, along with possibility of misuse of internet and Bluetooth device etc. Standby Electric Supply (UPS & DG sets), provision of 10% additional desktops & standby server, Provision of sufficient illumination and air-conditioning, Access Control arrangements to prevent any unauthorized entry etc.
- Network Connectivity & Vulnerability Tests of desktops & server at centralized location and each centre.
- Vulnerability in candidate system including hardware, OS, processor speed, RAM, network and internet, connectivity, key boards etc.
- Security of server pre-requisites for hardware and software
- Specifications for devices and systems to be used for authentication of identity and audit trail mechanism.
- Registration of test centers and contact details after verification using capacity estimation process and mapping the test centers with test.
- Seat/ machine allocation to every registered and eligible candidate and handling of security parameters for the conduct of computer based recruitment examination
- System scanning, browser compatibility, network configuration, required bandwidth, eligible nodes for conduct of online examination

and OS compatibility check at test centers including remote and crowded places

Deliverables: Audit Report on Physical, Environment & Network Vulnerability Test at Centralized IT center and each examination Centre along with the recommended solutions for vulnerabilities found

2. Examination Software Application Vulnerability Test & Process Audit:-

- Vulnerability Assessment as per OWASP standard
- Process audit of entire conduct of the exam from online registration to compilation of results
- Verification of encryption and decryption technology being used for uploading of question paper and other exam related data at server premises and location
- Verification and check on maintenance of SOP and process documentation related to computer based recruitment examination
- Compatibility of online e-form to all browsers (firefox, google chrome and internet explorer)
- Secure integration of payment gateway with design and development of software of online registration of candidates
- Ability to generate unique login ID and password to each registered candidate

Deliverables: Examination Software Audit Report & Report on Encryption/Decryption & Process Audit along with the recommended solutions for vulnerabilities found

3. Review of Process prior to or on the day of the Examination:-

- Ability to encrypt the question paper just before examination ensuring no changes can be made
- Restrictive accessibility to question paper with audit trail on accessing
- Final question paper is uploaded to data centre by content manager using proper encryption method
- Passwords for encryption and decryption of question papers are only known to content manager
- Question paper decryption happens only when the first candidate logs in from his/ her system at test centre drive wise
- Synchronization between all test centers to start exam at the same time without any time delay

- Access trail on request to download the question paper before commencement of exam
- Transient data is transferred in encrypted form over the server and verification of role based access and user level authentication
- Unique login Id is given to each participant to appear in the test
- Monitoring log on the server for every candidate with his/ her IP and complete traceability to different nodes
- In case of machine/ power or network failure, ability of software to retrieve responses of the candidates fully
- Display of unique question for each candidate and one question per screen with random jumbling of answer options
- Ability to download the list of participants for different test centers and particular time slot
- Validation of hall tickets brought by candidates and biometric check of candidate either through signature/ photo/ thumb impression

Deliverables: Audit report on the review of process prior to or on the days of Examination along with the recommended solutions for vulnerabilities found

4. Question Setting Process, Evaluation management and Result/ Merit List Generation with transmission

- Subject Matter Experts (SME) while setting the question papers and Moderators while moderating the question papers may ensure that all sets of question papers are comparable, as far as possible, with regard to the concepts tested, cognitive operation required, and the scope of the answer, difficulty level, time limit and conformity with the syllabus.
- SME may ensure that each question paper has been set according to the syllabus of the subject for various posts, blue print, design and text books/recommended books
- SME may ensure that no question is erroneously or ambiguously worded, leading to an interpretation different from the question intends to convey. (Each question should linguistically be unambiguous, clear, accurate and free from all limitations)
- Submission of all exam papers electronically to the relevant administrator using a physical storage device/ electronically, or shared folder set up for this purpose on a secure server to prevent question papers from being mislaid
- Marking of answer scripts is done according to pre-agreed detailed marking scheme without any prejudices and the process should result in

error free evaluation of answer scripts so the candidates would get the maximum advantage for their efforts at the examination

- The first marking and Candidate's Objection Management of answer scripts is a time bound process. Hence, it is expected that the examiners comply with the rigour of the process and specified time intervals and submission deadlines to assure speedy release of the results.
- During the evaluation process the examiner pays attention to whether the additions and subsequent calculations to obtain the final mark and the later grade is accurate
- Vulnerability associated in generating the merit list after completion of objection management in terms of the template required by client (category, caste etc.) and its transmission to EdCIL and EdCIL transmission of the same to the client.
- Method of selection of their review SME allotment of QP setting project to them, splitting of the paper into parts not to allow the single SME to have total view, several QPs being set to disguise identity, similar practice for moderation by checking tag and translation. The QP end to end process may be audited to comment on vulnerability if any.

Deliverables: Audit report on the QP setting, evaluation management and Result/ Merit List Generation process and transmission along with the recommended solutions for vulnerabilities found

Note: The entire Infrastructure, Process and Security Audit is need to conducted within period of 60 days from the date of issue of Letter of Award.

CHAPTER – 8

Proposed Contract Terms

1) Income Tax/ Service Tax Registration Certificate

No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax / Service Tax Act prevalent in the State where his business is located shall tender. The VAT / Service Tax Registration Number should be quoted. The bidder should also submit the certified copy of Income Tax Return for the FY- 2013-14, 2014-15, 2015-16 of the Circle concerned without which the tender is liable to rejection.

2) Contract Documents

All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Contract Period

The Contract will be valid for a minimum period of **90 days** from the date of issue of Letter of Award or for the extended period duly approved by competent authority of EdCIL. Based on the reasons beyond control of successful bidder only, the extension of contract period may be permitted by EdCIL.

4) 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.

5) 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.

6) Applicable Law

a) The Contract shall be interpreted in accordance with the laws of the Union of India and of 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 Bidder against any item related/pertaining to this project shall be settled by the Bidder at his own cost. EdCIL will NOT be a party to the same.

7) Deliverables

The bidder whose tender is accepted shall arrange to start the services as mentioned in the bid document as per deliverables mentioned in Chapter 7 of this Bid document.

8) Rates/ Prices

Rates/Prices cover all expensed related to execution of the project including local and long distance travel incidental etc. However all admissible taxes as leviable on the date of incurrence would be reimburse as per admissibility.

9) Terms of Payment

a) The payment shall be in Indian Rupees and shall be paid only after successful completion of Infrastructure, Process and Security Audit of Computer Based Recruitment Examination without error and delays.

No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.

Payment for Services shall be made by EdCIL (India) Limited in Indian Rupees as follows:

1. 80% after submission of validated and verified reports on vulnerabilities if found any, along with the recommended solutions during the conduct of Infrastructure, Process and

Security Audit.

2. 20% after 45 days of validation and confirmation of receipt of legitimate of report over audit by EdCIL.
- c) The successful bidder has to sign a detailed agreement within 7 days of LoA on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.
- d) Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between EdCIL and successful bidder.
- e) In case the bidder fails to execute the Agreement within 15 days from issue of LOA, EdCIL shall have liberty to rescind the tender after foregoing of EMD and get it done through any other agency with full cost recoverable from the bidder on risk and cost basis in addition to damages as applicable.
- f) All payments shall be subject to deduction of applicable TDS.
- g) The rate quoted should be firm.

10) **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 contract, as faithful advisors to EdCIL The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.
- b) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- c) The Bidder shall be liable to EdCIL for financial losses by way of some of system and process failure.
- d) EdCIL will interface to provide all the required access and feedback on centralized IT network and local centres process relating to conduct of the quoted system.

- e) In case of inadequate performance EdCIL reserve the right to advise the bidder to rework on the relevant inadequacies for entire satisfaction of the company.

11) 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.

12) Confidentiality

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

EdCIL also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of EdCIL in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

13) Performance Security

Within 7 days of the Bidder's receipt of LoA of award, the Bidder shall furnish performance security of 10% of the total order value as demanded by EdCIL, valid up to 90 days after the date of completion 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 from a Nationalised bank in favour of "EdCIL (India) Limited". This Performance Bank Guarantee shall be retained throughout the currency of the contract or extended by the bidder from time to time.

The Bidder may furnish Bank Guarantee of any Nationalized Bank valid for the period of contract as per format ANNEXURE-9.

In the event of any amendment in contract, the Bidder shall, within 7 days of receipt of such an amendment, make suitable amendment to

performance security. The Performance Security will be discharged by EdCIL and within 90 days from the date of completion of the Bidder's performance obligations.

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure, if any, of the Bidder apart from any other action/penalty as deemed fit by EdCIL.

14) Consortium

No consortium will be entertained by EdCIL. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the contract with EdCIL or during the project for the execution of the contract will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

15) Penalty Clause / Liquidated Damages

In case of any deficiency or failure in the satisfactory performance or completion of project, as per the contract, a penalty @2.5% per week and part thereof of the bid value subject to the maximum 10% of the value of the bid.

If the delay adversely affects performance of the work, 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.

16) Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof.

17) Delays in the Bidder's Performance

Conduct of the Infrastructure, Process and Security Audit as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as notified from time to time by EdCIL to the bidder and will become the forming part of the Contract.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to EdCIL in writing the fact of the delay, its likely duration and its cause(s). EdCIL will evaluate the situation and in the exceptional

circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of Infrastructure, Process and Security Audit. The dates declared for the vulnerability test are absolute unless changed by EdCIL on its own.

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.

18) **Termination**

The selected agency 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 agency shall give not less than thirty days written notice of termination to the Bidder.

a) **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Bidder:

- 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. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of EdCIL within fifteen days (15) after written notice of such default is provided to the Bidder. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by EdCIL as a result of such termination.
- ix. At any time, the Bidder makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EdCIL.
- x. If the Bidder obtains the contract with EdCIL with illegal measures;
- xi. Information submitted/furnished by the contract is found to be incorrect.
- xii. 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 Bidder and to recover from the Bidder 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 Bidder shall stand forfeited.
- iii. The Bidder 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 Bidder 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 Bidder, 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 Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Bidder if any due to such termination.
- iii. Either party may terminate the contract by giving a notice of 30 days.

19) **Settlement of Disputes**

- a) **General:** If any dispute arises between the Bidder 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 Bidder on the points of dispute. The representation so received shall be examined by EdCIL. The Bidder 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.

20) 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.

21) Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Bids
- b. Amend the Bid requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilm.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of bids.
- f. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its bid.
- g. Reproduce for the purposes of this Procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

22) 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 Bidder, if the Bidder 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 Bidder.

- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

23) **Force Majeure**

- Notwithstanding anything contained in the Bid document, the Bidder 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 contract is the result of an event of Force Majeure.
- Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or EdCIL as the case may be which they could not foresee and which may substantially affect the performance of the Proposal such as:
 - a. Acts of a Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees embargoes etc.
 - b. Any riot or civil commotion or act of terrorism
 - c. Any earthquake, floods, tempest, lightning, epidemic or other acts of God or public enemy.
 - d. Inability to secure material or transportation facilities due to the acts/omission of carriers/railways or other means of transport.
 - e. Any strike or lockout (only those including 10 continuous days in duration) affecting the work.
- If a Force Majeure situation arises, the Bidder shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Bidder shall continue to perform its obligations under the contract 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 contract by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

24) **Local Conditions**

- The Bidder shall inspect the cities/sites of operation and shall satisfy itself of the cities/sites' conditions and availability of required resources and shall apprise itself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

25) Responsibilities of the Bidder

- The bidder shall be responsible for the study, development and implementation of Infrastructure, Process and Security Audit for Computer Based Recruitment Examination along with deliverables to be provided as per the terms and specification and directions of EdCIL.

26) 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.
- 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 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.

27) Change Requests/ Management

- a. EdCIL may at any time, by a written order given to the firm, can make changes within the general scope of the Contract w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps:-
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.

- Approval or disapproval of the change request – EdCIL will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
- Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
- Verification of the change - The change will be verified by EdCIL on implementation of the change request.

c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/time of the project shall be undertaken by successful bidder only after securing the express consent of EdCIL. In the event that the consent of EdCIL is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by EdCIL and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

28) Acceptance

- The acceptance will involve study of the entire report along with recommendations by EdCIL's own executive or authorized representatives with internal comments being furnished on possibility of implementation.

29) Special Terms and Conditions

- Apart from the original quotation 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 quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the bid 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 a contract on non-judicial stamp paper which shall contain clauses related to 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 with full cost recoverable from the bidder 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 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 the EdCIL shall be final.

Annexure 1

Bid Form

I. Addressed to

a.	Name of the tendering authority	General Manager (Recruitment Services)
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
e.	Email Id	root@edcilm.co.in

II. Tender No. **EdCIL-IMS-SP(TEST)-2016/1**

dated: 21st November 2016

III. Other related details:-

1.	Name of Bidder																
2.	Name & Designation of Authorized Signatory																
3.	Registered/Head Office Address																
4.	Delhi Office	<table border="1"><tr><td>Address</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Fax:</td><td></td></tr><tr><td>Contact Person</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Email id</td><td></td></tr></table>				Address		Phone		Fax:		Contact Person		Phone		Email id	
Address																	
Phone																	
Fax:																	
Contact Person																	
Phone																	
Email id																	
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.	Indicate if organization has been blacklisted or not																

12.	Are there any clarification / information etc that the bidder may like to make	
-----	--	--

IV. The Bid document fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been remitted vide DD/ Banker's cheque No._____ dated _____ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.

V. We agree to abide by all the conditions mentioned in this Bid 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 prices 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.

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

X. 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.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To

General Manager (Recruitment Services)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.), India

Sir,

**Subject: Hiring of Agency for Infrastructure, Process & Security Audit of
Computer Based Recruitment Examination**

This bears reference to **EdCIL-IMS-SP(TEST)-2016/1** dated **21st November 2016**. 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 services 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 not 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,

General Manager (Recruitment Services)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender **EdCIL-IMS-SP(TEST)-2016/1 dated 21st November 2016** for Hiring of Agency for Infrastructure, Process & Security Audit of Computer Based Recruitment Examination, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** 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 EMD 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

Turn-over Statement

S.No	Financial Year	Annual Turnover of bidder	Turnover from services related to infrastructure process and security audit	Profit / Loss
1.	2013-14			
2.	2014-15			
3.	2015-16			
	Total			
	Average			

Note: Certificate from Statutory Auditor/Chartered Accountant certifying turnover, Profit/Loss only for all three years along with audited copies of P&L A/c, Balance sheet.

Annexure - 5

Details of Past Experience:

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU:

S N o	Name of Work / Project & Location	Owner of sponsoring organization	Cost of Work (in crores)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending in progress with details	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Annexure-6

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the **<project title>** for the **<name of the client>**.....project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other meetings and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and conserve provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2016.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarised

Accepted

.....
(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Letter of Proposal Submission of Financial Bid:

To: [Name and address of the employer]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of assignment/job] in accordance with your Request for Proposal [insert date] and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

We are submitting our proposal in association with [insert a list with full name and address of each associated consultant]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

Financial Bid

I/we hereby submit the consolidated financial bid for Infrastructure, Process and Security Audit of Online Computer Based Recruitment Examination System as per the Scope of work given in this Bid document within the time specified and in accordance with the terms and conditions. The consolidated Rates:

S. No	Specified Service	Service Charges (Rs) In figures (Excluding service tax)
1	IT centralized and centre Infrastructure, question paper (QP) setting process, Physical and Logical Vulnerability Test for sample and representative centres including Travelling, incidentals Boarding & Lodging charges, if any for visit outside Delhi NCR	
2	Examination Software Application Vulnerability Test & Process Audit including process review on the days or prior to the examination including Evaluation management and final Merit List/ Result generation and its transmission right up to the end client.	
3	Total (1 to 2)	

Total Service Charges (Rs) In Words

Note:

1. The taxes, shall be paid extra, as applicable.
2. The Bidder is advised to quote rate in absolute Indian Rupees.
3. The rate quoted will be valid for a period of 90 days from the last date of opening of technical bid. If required, the validity period can be extended with mutual consent.
4. No condition will be entertained and conditional tender will be liable to be rejected
5. Discount or any other offers affecting the package price must be mentioned here only.
6. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE – 9

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

In consideration of the EdCIL acting through-----
(Designation & address of Contract Signing Authority), (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 Service Provider" 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 from the Service Provider 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), 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 Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 Service Provider 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 Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider 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 contract 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 Service provider 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 or 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 service provider 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 service provider 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 service provider for by any such matter or thing whatsoever 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 Service Provider.
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 Handholding 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.

Dated:

(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 "CLIENT"/"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 Preparation Of Medium Term Strategy for EdCIL for the Period 2016- 17 To 2025- 26, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the bid document No./2016
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.

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 bid documents No. dated2016 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 CLIENT 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.

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 declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider 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, service provider 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 service provider, 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 DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 50,000 as Earnest Money with the EdCIL through Account Payee Bank Draft in favour of EdCIL (India) Limited.
- 5.2 The instrument for 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 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 CLIENT (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, in case of breach of the provisions of the pact.

7. 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 CLIENT/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 No. EdCIL-IMS-SP-Test-2016/1 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
OFFICER
Designation

BIDDER
CHIEF EXECUTIVE

Witness

1. _____ 1.

2. _____ 2.

Witness

1.

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

Appendix

S.No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favour of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 50,000/- drawn in favour of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Declaration of non black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Financial Bid duly signed as per Annexure 8 submitted	
12	Signed copy of the bid document submitted	
13	Certificate of incorporation of company/business submitted	