



**REQUEST FOR PROPOSAL
(E-Tender)
For**

**Selection of Software Development Firm for
“Design, Development, Implementation and
Maintenance of Web based Project
Management System (PMS)”**

October, 2017

EdCIL (India) Limited
(A “Mini Ratna”- Category- I Govt. of India Enterprise)
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Section 1. Letter of Invitation

RFP No.: EdCIL/TEQIP-III/WPMS

Noida (U.P.)

Date:

Dear Concern(s):

The Government of India (herein after called as “Borrower”) has applied for financing from the International Development Association (IDA)] (hereinafter called “loan”) toward the implementation cost of TEQIP 3. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

1. EdCIL (India) Limited (A Government of India Mini Ratna Category- I CPSE) on behalf of Ministry of HRD/National Project Implementation Unit (NPIU) for the Technical Education Quality Improvement Program (TEQIP) – III (world bank assisted project) now invites bid proposals through e-tendering to provide the following services: **“Design, Development, Implementation, Training and Maintenance of Web based Project Management System”** which includes the following modules,
 - a. **Procurement Management Support System (PMSS)** which is a web based application that supports capturing of all the procurement activities under the program Technical Education Quality Improvement Program (TEQIP) – III
 - b. **Academic MIS** which is a web-based management information system (MIS) to meet the academic monitoring and evaluation requirement of the project TEQIP Phase-III.

More details on the services are provided in the Terms of Reference.

2. It is not permissible to transfer this invitation to any other firm except for the qualified firms as per the EoI.
3. A firm will be selected under “Quality & Cost Basis Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the International Development Association (IDA) detailed in the Guidelines - Selection and Employment of Firm by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Software Development Firm
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Scope of Deliverable
 - Section 7 – Timeline

Section 8 – Standard Forms of Contract
Section 9 - Annexures

Yours Sincerely

Manas Ranjan Behera,
HoD (IS)
EdCIL (India) Ltd.
(A Mini Ratna Category- I Government of India Enterprise)

Section 2. Instructions to Software Development Firm

2.1 Instructions to Software Development Firm

Definitions

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) “Client” means the agency with which the selected Firm signs the Contract for the Services i.e. EdCIL.
- (c) “Firm” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Software Development Firm used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of India (GoI).
- (h) “Instructions to Software Development Firm” (Section 2 of the RFP) means the document which provides the firm with all information needed to prepare their Proposals.
- (i) “Personnel” means professionals and support staff provided by the Firm or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Firm, based on the SRFP.

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- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
 - (m) “Services” means the work to be performed by the Firm pursuant to the Contract.
 - (n) “Sub-Consultant” means any person or entity with whom the Firm subcontracts any part of the Services.
 - (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Firm, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet i.e. EdCIL (India) Ltd. will select the Software Development Firm from those listed in Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Software Development Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 Firm should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Firms are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Firm should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Firm should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Firm the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits (whichever required) needed to carry out the services, and make available relevant project data and reports.
- 1.5 Firm shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The

Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firm.

Conflict of Interest 1.6

Bank policy requires that Firm provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Firm, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than required services for a project, and any of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a firm hired to provide services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than required services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Firm (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Firm to be executed for the same or for another Client. For example, a Firm hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Firm assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Firm hired to prepare Terms of Reference for an

**Conflicting
relationships**

assignment should not be hired for the assignment in question.

- (iii) A Firm (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Firms or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Firms under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Firm nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Firm as part of his technical proposal.

Unfair Advantage

1.6.4 If a Firm could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Firm together with this RFP all information that would in that respect give such Firm any competitive advantage over competing Firm.

**Fraud and
Corruption**

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Firm and their sub-contractors/consultants under Bank-financed contracts, observe

the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice²” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice³” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices⁴” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practices⁵” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice”
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the Firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a Firm, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring Firm to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

	1.8	Firm, their Sub-contractors/consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Firm shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
	1.9	Firm shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Firm is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
Eligibility	1.10	A firm declared ineligible by the Bank in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.
Eligibility of Sub-Consultants	1.11	In case a Firm intends to associate with Firm who have not been shortlisted and/or individual expert(s), such other Firm and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
Origin of Goods and Consulting Services	1.12	Goods supplied and Consulting Services provided under the Contract may originate from any country except if: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
Only one Proposal	1.13	Firm may only submit one proposal. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Contractors/Consultants, including individual experts, to more than one proposal.
Proposal Validity	1.14	The Data Sheet indicates how long Firm' Proposals must remain valid after the submission date. During this period, Firm shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete

negotiations within this period. Should the need arise, however, the Client may request Firm to extend the validity period of their proposals. Firm who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Firm could submit new staff in replacement, who would be considered in the final evaluation for contract award. Firm who do not agree have the right to refuse to extend the validity of their Proposals.

**2. Clarification
and
Amendment of
RFP Documents**

2.1 Firm may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firm. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Firm and will be binding on them. Firm shall acknowledge receipt of all amendments. To give Firm reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**3. Preparation of
Proposals**

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Firm and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Firm are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Firm must give particular attention to the following:

(a) If a Firm considers that it may enhance its expertise for the assignment by associating with other Firm in a joint venture or sub-consultancy, if so indicated in the Data Sheet. A Firm must first obtain the approval of the Client if it wishes to enter into a joint venture with other Firm(s). In case of association, the bidding Firm (primary) shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional man months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional man months or budget estimated by the Firm.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional man months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Firm as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Firm will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical Proposal
Format and
Content**

3.4 The firm is required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the

description of the approach, methodology and work plan of the FTP. A page is considered to be one printed side of A4 or letter size paper.

- (a) For the FTP: a brief description of the Firm's organization and an outline of recent experience of the Firm and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Contractors / Professional staff who participated, duration of the assignment, contract amount, and Firm's involvement. Information should be provided only for those assignments for which the Firm was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Firm, or that of the Firm's associates, but can be claimed by the Professional staff themselves in their CVs. Firm should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) For the FTP: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) For the FTP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each

		staff team member, and their tasks (Form TECH-7 of Section 3).
	(e)	Estimates of the staff input (man months of foreign and local professionals) needed to carry out the assignment (Form TECH-6 of Section 3). The man months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
	(f)	CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-9 of Section 3).
	(g)	For the FTP: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
	3.5	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
Financial Proposals	3.6	The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Firm' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
Taxes	3.7	The Firm may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, GST) on amounts payable by the Client under the Contract. Any such amounts shall be included in the Financial Proposal as a part of the quoted amount and the same will be included in the Contract.
	3.8	Firm shall express the price of their services in INR only.
	3.9	Commissions and gratuities, if any, paid or to be paid by Firm and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals	4.1 The proposals should be submitted online in the specified formats. The proposals submitted must carry the digital signature of the authorized signatory. The offline submission should be done only of the Power of Attorney in original and the Pass Phrase Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. 4.2 Regarding the submission of the bids, Section-9 Annexure-1 may be referred. 4.3 The Proposals must be submitted no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. 4.4 The Client shall open the Technical Proposal immediately after the deadline for their submission. The Financial Proposal shall remain unopened and secured.
5. Proposal Evaluation	5.1 From the time the Proposals are opened to the time the Contract is awarded, the Firm should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firm to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firm' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".
Evaluation of Technical Proposals	5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)	5.3 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Firm who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Firm whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will remain unopened. The Client

shall simultaneously notify in writing Firm that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Firm sufficient time to make arrangements for attending the opening. Firm' attendance at the opening of Financial Proposals is optional.

- 5.4 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firm, and the technical scores of the Firm shall be read aloud. The Financial Proposal of the Firm who met the minimum qualifying mark will then be inspected to confirm that they remained unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Firm and the Bank.
- 5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.6 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations	6.1	Negotiations will be held at the date and address indicated in the Data Sheet. The invited Firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Firm. Representatives conducting negotiations on behalf of the Firm must have written authority to negotiate and conclude a Contract.
Technical negotiations	6.2	Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Firm to improve the Terms of Reference. The Client and the Firm will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Firm.
Financial negotiations	6.3	If applicable, it is the responsibility of the Firm, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Firm under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the
Availability of Professional staff/experts	6.4	Having selected the Firm on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Firm within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Firm will initial the agreed Contract. If negotiations fail, the Client will invite the Firm whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	After completing negotiations the Client shall award the Contract to the selected Firm, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Firm who have submitted proposals. After Contract signature, the Client shall return the Financial Proposals to the unsuccessful Firm.
	7.2	The Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firm who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.
9. Penalty	9.1	The penalties will be as defined in SLA are defined in the RFP and which will be defined in the contract agreement.
10. Training	10.1	Successful bidder shall will be required to provide the training to the project stakeholders based on the category of the users or Level of the users. - All the trainings will be held at the location directed by client/NPIU only. - Training on the functional as well as the technical aspect of the application developed - Conduct Train-the-Trainer for the specified persons identified by the NPIU - Training shall be performed when all the training, user manuals and other reference material is available with the bidder in appropriate quantity and is approved by NPIU. The manual shall be in both hard and soft copy along with the video manuals - The training venue and all the related infrastructure will be provided by NPIU - Bidder have to propose the appropriate training program as a part of their bid

11. Change Request

- i. Any additional modules/ new features to the existing Scope of work defined in this document will be a part of Change Request whereas changes in the existing modules and features shall not be considered as change.
- ii. The fee of work will be calculated on pro-rata basis using the rates defined in the “Summary of Cost” sheet of Financial Bid. It will be accepted on approval from NPIU. It is hereby also clarified here that any change of control suggested beyond 15 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 15% of the contract signed between the Firm and client.
- iii. For any change request in respect of the Agreement, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Software Development Firm’s respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure 7 hereto. CCNs will be presented to the Software Development Firm’s Project Manager who will acknowledge receipt by signature of the CCN.
- iv. The software developer and NPIU, during the Project Implementation Phase and during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- v. The Software Development Firm shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the Software Development Firm shall provide as a minimum:
 - a. a description of the change
 - b. list of deliverables required for implementing the change;
 - c. a time table for implementation;
 - d. an estimate of any proposed change

-
- e. any relevant acceptance criteria
 - f. an assessment of the value of the proposed change;
 - g. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.
- vi. Prior to submission of the completed CCN to NPIU, the Software Development Firm will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Software Development Firm shall consider the materiality of the proposed change in the context of the Agreement and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.
 - vii. Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Software Development Firm meets the obligations as set in the CCN. In the event the Software Development Firm is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Software Development Firm itself.
 - viii. Provisioning of Change Management support for a period of six months post successful Go Live of Web Based Project Management System to be provided by the Software Development Firm.

12. Operations and Maintenance

- i. The Operation and maintenance period shall be for 18 months up to September 2020 post the warranty period of 12 months.
- ii. The contract will be extended as per the requirement and based on the performance of the selected bidder on same rate, terms and conditions.
- iii. The selected bidder will maintain / update the software developed. They shall act as PMS Admin, perform Issue Resolution / Troubleshooting / Technical Support to Users, development / updation support.
- iv. Major activities are mentioned below but not limited to:

PMS Admin:

- Managing the master list.
- Addition/ deletion of stakeholders
- Addition/ deletion of new users, creation and updation of usernames and passwords upon requests from users

-
- Owning NPIU helpdesk phone numbers and email IDs. Maintaining high service quality of PMS by addressing all user queries and issues at the earliest as per the SLA.
 - Be equipped with all basic communication and coordination facilities like scan/fax/typing/telephone/facilities.
 - Prepare and participate in Monthly review meetings at NPIU office on a date communicated by NPIU.
 - Necessary documentation on the application functionalities has to be provided as and when required by . NPIU

Issue Resolution/Troubleshooting/Technical Support to Users:

- Playing the role of Single Point of Contact for all system issues & bugs reported by users.
- Provide continuous, consistent support work 8*6 and the bidders' team servicing EdCIL account has to be available for full work day from Monday to Saturday and accessible on Sundays and holidays for any coordination
- Coordinate and resolve all issues immediately.
- Ensuring low system downtime and communication with all users.
- Bidder to be expected to have a Project Manager during Maintenance and Support. This may or may not be an actual developer but should be someone that understands the basics of project management, has authority to affectively deal with problems that arise and has a firm understanding of the technical aspects of PMS.

Development Support:

- Managing & supervising all further enhancements, minor modifications being made to the system, including integration etc.
- Contribute in design and structural changes during enhancements along with effective coordination with all stakeholders to ensure smooth implementation.
- Performing timely UAT & system audits, communicating and addressing issues & bugs with developers.
- Support in user training, documentation, user manual creation etc.

-
- SLA during maintenance phase are defined in the RFP and will be applicable in the Operation and maintenance phase.

13. Warranty

- i. A comprehensive warranty applicable on PMS developed under this contract shall be provided by the respective bidder for a period of 12 months from the date of Go-Live.
- ii. The developed PMS system shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in system, unless provided otherwise in the Contract, shall also be made available.
- iii. The bidder further warrants / provides warranty under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship.
- iv. The bidder should provide maintenance support to address, but not limited to, all user queries, bug fixes, enhancements, incorporation of new requirements owing to legal, statutory and policy changes, configuration changes, customizations, patch updates, database administration, security, periodic user trainings

2.2 Data Sheet

Paragraph Reference

1.1 Name of the Client: EdCIL (India) Limited

Method of selection: Quality & Cost Basis Selection (QCBS)

Time Schedule:

S. No.	Event(s)	Date / Time(unless otherwise notified separately)
1	Publication of Letter of Invitation and publication of RFP	09-10-2017
2	Demo of existing PMSS module	16-10-2017 (11:30 Hrs.)
3	Pre Proposal Conference	23-10-2017 (11:30 Hrs.)
4	Submission of online bids	07-11-2017 (15:00 Hrs.)
5	Submission of offline documents	07-11-2017 (15:00 Hrs.)
6	Online Opening of Technical Bid	07-11-2017 (15:30 Hrs.)
7	Technical Presentation	To be informed separately
8	Opening of Financial Bid	To be informed separately
9	Announcement of Successful Bidder	Normally within 2 weeks of date of opening of Financial Bids
10	Successful Bidder to furnish acceptance along-with Performance Bank Guarantee (PBG)	Within 2 weeks from the date of announcement of successful bidder
11	Signing of Contract	Normally within 2 weeks from the date of announcement of successful bidder

1.2 Financial Proposal to be submitted together with Technical Proposal: **No**

The Technical and Financial proposal shall be uploaded online on www.tcil-india-electrontender.com Power of Attorney in original and Pass Phrase (Technical and Financial to be in separate envelop) to be filled in three

separate envelop(s) and again be filled in another envelop and super-scribed with the name of the assignment and shall be submitted physically on or before the due date and time for the submission of bid.

Name of the assignment is:

Selection of Software Development Firm for Design, Development, Implementation, Training and Maintenance of Web based Project Management System

- 1.3** A pre-proposal conference will be held: **Yes**
On 23-10-2017 11:30 Hrs at EDCIL (India) Ltd., Plot No. 18A, Sector-16 A, Noida-201301 (U.P.)

The Client's representative is: Sh. Manas Ranjan Behera, HoD (IS)

Address: EdCIL (India) Ltd., Plot No. 18A, Sector-16 A, Noida-201301 (U.P.)

Telephone: 0120-2515368 Facsimile: 0120-2515372

E-mail: mrbehera@edcil.co.in

- 1.4** Client will provide the following inputs and facilities to the selected bidder:

1. Letter for invitation to negotiate and Contract Agreement
2. Complete As-Is and To Be document comprising PMSS and Academic MIS
3. Manuals of PMSS – TEQIP II
4. Procurement Manuals for TEQIP III
5. A departmental Point of Contact/Subject Matter Expert/Consultant for relevant inputs
6. Entry pass for the team which has been approved under the project only
7. Server Hosting shall be provided by the client for the application. Though the requisite infrastructure shall be computed and shared by the selected bidder.
8. Current SRS document of Academic MIS only.

- 1.6.1(a)** The Client envisages the need for continuity for downstream work: **Yes**

Integration of PMS application with other applications of Government may be needed for exchange of information and analytics dashboard reporting such as Public Finance Management System (PFMS) or any other application as may be required by the client for go-live of the software along with the API/Connector so that it can subsequently be used for developing a mobile app, if needed.

- 1.14** Proposals must remain valid for 120 days after the submission date

- 2.1 Clarifications may be requested not later than 02 days before the pre proposal conference date i.e. 23-10-2017.

The address for requesting clarifications is: Sh. Manas Ranjan Behera, HoD (IS) EdCIL (India) Ltd., Plot No. 18A, Sector-16 A, Noida-201301 (U.P.)
Telephone: 0120-2515368 Facsimile: 0120-2515372
E-mail: mrbehera@edcil.co.in

Interested firm may attend the demo of existing PMSS/MIS module at 04th Floor, NPIU, EdCIL India Limited at the time and date mentioned in the time schedule within Data sheet..

- 3.1 Proposals shall be submitted in the following language: **English Language only**
- 3.3(a) Shortlisted Firm may associate with other shortlisted Firms: **No**
Consortium under this tender is not permitted
- 3.3(b) The approximate estimate of professional man months required for the assignment is: 52 Man Months
- 3.4 The format of the Technical Proposal to be submitted is: **Full Technical Proposal (FTP)**
- 3.4(g) Training is a specific component of this assignment: **Yes**

A two days training program shall be facilitated and the selected vendor needs to provide the training at the venue finalized by the client in 4 geographical regions of India as per the below schedule.

	Date	No. of trainings	No of Participants	No. of days
	Immediate after system go live	Min. four rounds of training covering all project institutions (Venue and Date will be decided at the time of training)	40 to 50 users in each round	2
Ist Training Session	After 6 to 9 months	Min. four rounds of training covering all project institutions	40 to 50 users in each round	2

2nd Training Session		(Venue and Date will be decided at the time of training)		
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The vendor is expected to undertake the training schedule in short notice i.e. within 7 days or less as per the discretion of the client. Minimum of two trainers shall be required to be deployed by the vendor for training whereas, the computer centre facility shall be provided by project Stakeholder.

For the above mentioned training module, the vendor shall bear the travel expense by Air and lodging/boarding for the given training sessions. However, any further training sessions (if required), invoice may be raised to NPIU along with all the travel invoices annexed.

- 3.6**
- (1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;
 - (2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
 - (3) Cost of office accommodation, investigations and surveys;
 - (4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
 - (5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;
 - (6) Cost of printing and dispatching of the reports to be produced for the Services;
 - (7) Other allowances where applicable and provisional or fixed sums (if any);
 - (8) Cost of such further items required for purposes of the Services not covered in the foregoing.
- 3.7** Amounts payable by the Client to the Firm under the contract to be subject to local taxation: Yes (taxes / levy applicable in India defined by Government of India i.e. GST will be reimbursed to Firm after production of proof of payment to Government)
- 3.8** Firm to state local cost in the Indian Rupee Only

4.3 Firm must submit their proposal through online mode only. The firm shall refer Section-9 Annexure-1 in this regard. Later during the evaluation stage, if Tender Evaluation Committee requires original documents may be sought from the bidders

4.5 The submission address for the Power of Attorney, Pass Phrase and the performance bank guarantee is:

C/o Sh.Manas Ranjan Behera, HoD (IS)
EdCIL (India) Ltd.
Plot No. 18A, Sector-16 A, Noida-201301 (U.P.)

Proposals must be submitted no later than the date and time mentioned in the Data Sheet (Refer point 1.1).

5.2 a. Technical Evaluation Criteria

#	Parameter	Maximum Marks	Criteria	Documents to be submitted
1	Functional experience in at least three projects in e-governance/similar nature in past five years, out of which one project should be successfully completed for any Government department/PSU/ Autonomous body ending FY 2016-17.	10 Marks	For < 3 relevant projects: 0 Marks For >= 3 relevant projects: 2 Marks per project; Max 10 Marks	Refer TECH-2 for the format
2	Approach & Methodology	30 Marks	Subject to the evaluation by the evaluation committee	
2.1	Understanding of project objective		Max 7 Marks	Refer TECH-4 to TECH-7 for the respective format
2.2	Proposed methodology		Max 7 Marks	
2.3	Work-plan & resource deployment plan		Max 8 Marks	
2.4	Compliance of proposed solution with the desired Functionality Checklist included in the RFP		Max 8 Marks	
Note: The above mentioned approach and methodology parameters should be supported by a Technical Presentation				

3	Suitability of the Knowledge (Training) Program	10 Marks	Subject to the evaluation by the evaluation committee	
3.1	Relevance to the training program with the project objective		Max 5 Marks	Refer to Tech 8 for the format
3.2	Training approach and methodology		Max 5 Marks	
4[#]	Experience and competence of the key professional staff for the project	50 Marks		Refer to Tech 9 respective format
4.1	Project Manager		Max 6 Marks	Refer to Annexure 3, Section 9 for Resource Requirement & Eligibility
4.2	Solution Architect		Max 6 Marks	
4.3	UI Designer		Max 6 Marks	
4.4	Sr. Developer		Max 10 Marks	
4.5	Developer		Max 10 Marks	
4.6	Database Administrator		Max 6 Marks	
4.7	Training and Change Management Expert		Max 6 Marks	
Total		100 Marks		
The minimum technical score (St) required to pass is: <u>75</u> Points (Seventy Five points)				
# Marking for CV will be as (Reference 4 above):				
Evaluation of each resource will be made as per following method:				
Position	Criteria	Parameter	Marks	
Project Manager	Education	BE/B.Tech/MCA	1	
		+MBA	2	
	Total Experience	<15 Years	0	
		15-20 Years	1	
		>20 Years	2	
	Certification	PMP/Prince 2	1	
	Relevant Project Experience		1	
Solution Architect	Education	BE/B.Tech/MCA	1	
		+ M. Tech	2	
	Total Experience	<12 Years	0	
		>12 Years	1	
	Certification	PMP/Prince 2	1	
UI Designer	Relevant Project Experience		2	
UI Designer	Education	BE/B.Tech/MCA	1	

	Total Experience	<5 Years	0
		5-7 Years	1
		>7 Years	2
	UI design in Projects	<5 Years	0
		≥5 Years	2
	UI design for Govt. Projects	<1 Project	0
		≥1 Project	1
Sr. Developer	Education	BE/B.Tech/MCA	1
		+ MBA (IT)	2
	Total Experience	<7 Years	0
		7-9 Years	2
		>9 Years	4
	Relevant Projects in Govt. (Nos)	≥2	2
		≥4	4
Developer	Education	BE/B.Tech/MCA	1
		+MBA (IT)	2
	Total Experience	<5 Years	0
		5-7 Years	2
		>7 Years	4
	Relevant Projects in Govt. (Nos)	≥2	2
		≥4	4
Database Administrator	Education	BE/B.Tech/Bachelor's Degree in IT	1
		+MCA/Masters	2
	Total Experience	<5 Years	0
		5-7 Years	1
		>7 Years	2
	Relevant Projects (Nos)	1-2	1
		>2	2
Training & Change Management Expert	Education	BE/B.Tech/MCA	1
		+ MBA (HR)	2
	Experience in IT	<5 Years	0
		5-7 Years	1
		>7 Years	2
	Experience in change management, capacity building/ training	<3 Years	0
		3-4 Years	1
		>4 Years	2

Refer to Annexure 3, Section 9 for details of resource requirement and eligibility qualifications of the proposed resources

5.6

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

$T = 0.80$, and

$P = 0.20$

6.1 Expected date and address for contract negotiations: Will be notified later

7.2 Expected date for commencement of services (go-live): 135 days from the date of agreement at: EdCIL (India) Ltd., Plot No. 18A, Sector-16 A, Noida-201301 (U.P.)

Additional Clauses:

a. Power of Attorney:

The Applicant Firm should submit a Power of Attorney, duly granted by the Competent Authority of the Firm's Organization.

b. Performance Security:

Firm has to provide performance security of 10% of Contract Amount

Within Ten (10) days after the receipt of the notification of Award the successful Firm shall furnish the Performance Security Deposit, in accordance with the Conditions of Contract. The performance Bank Guarantee should be valid upto a period of 90 days beyond the end of contract period.

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form

(On Applicants Letter head)

[Location, Date, Reference]

To,

HoD (IS)
EdCIL (India) Limited
(A “Mini Ratna”- Category- I Govt. of India Enterprise)
Plot No. 18A, Sector-16 A
Noida-201308 (U.P.)

Sub: Selection of Firm to Selection of Software Development Firm for Design, Development, Implementation, Training and Maintenance of Web based Project Management System

Dear Sir,

With reference to the Request for Proposal dated.....We, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for Selection of Software Development Firm for Design, Development, Implementation, Training and Maintenance of Web based Project Management System. We also state that the proposal is unconditional and complete.

2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective original.
3. This statement is made for the express purpose of appointment as the Firm for the aforesaid Assignment.
4. We shall make available to the EdCIL (India) Limited any additional information it may deem necessary or require for supplementing or authenticating the Proposal
5. We acknowledge the right of the EdCIL (India) Limited to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract nor been expelled from any project or contract by any public organisation, or have had any contract terminated by any public organisation, for breach on our part.
7. We declare that:
 - (a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the EdCIL (India) Limited.
 - (b) We do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as

defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the EdCIL (India) Limited or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm, without incurring any liability to the Applicant Firm in accordance with the RFP document.
9. We declare that we are not a Member of any Consortium applying for Selection of Software Development Firm.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory EdCIL (India) Limited which would cast a doubt on our ability to undertake the Services for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Board Members or any of our Directors/Managers/ employees.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the EdCIL (India) Limited [and/ or the Government of India] in connection with the selection of Firm or in connection with the Selection Process itself in respect of the above mentioned Project.
14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. We agree to keep this offer valid for 120 (One Twenty Days) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my/our firm/ being selected as the Firm, We agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

-
18. We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the EdCIL (India) Limited or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Services.
19. The Financial Proposal is being submitted online. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

(Sign of the Authorized Signatory of the Bidder)

Name and Designation of the authorized signatory:

Name and Address of Firm:

Phone, Fax & E-Mail

Form TECH-2: Firm's Organization and Experience

A - Firm's Organization

[Provide here a brief (not more than two pages) description of the background and organization of your firm/entity]

B - Firm's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

A. Abstracts of Similar Assignments of the Applicant Firm:

Sr. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment	Estimated capital cost of Project in INR	# Professional fees received by the Applicant (in INR)	Period during which services are provided
1	2	3	4	5	6	7	8

The bidder should only provide details of the projects that have been completed by them under their own name. Bidders shall submit the work order, Completion Certificate for all the projects listed above.

(Sign of the Authorized Signatory of the Bidder)
Name and Designation of the authorized signatory:
Name and Address of Firm:
Phone, Fax & E-Mail

Format for detailed description of assignments:

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No of professional man months provided by associated Firm:
Name of associated Firm, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

(Sign of the Authorized Signatory of the Bidder)

Name and Designation of the authorized signatory:

Name and Address of Firm:

Phone, Fax & E-Mail

Form TECH-3: Comments and Suggestions on TOR, Staff and Facilities

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Approach, Methodology and Work Plan for the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (not more than 50 pages, inclusive of charts and diagrams) divided into the following four chapters:

- a) Understanding of Project Objective*
- b) Technical Approach and Methodology,*
- c) Work Plan, and Resource Deployment Plan*
- d) Compliance of proposed solution with the desired Functionality*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-5.

Resource Deployment Plan. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

c. Compliance of proposed solution with the desired Functionality: In this chapter you should describe how your proposed solution covers all the functionalities of the requisite application as per TOR. Preferably explain in the form of table.

Note: Marks will be deducted for writing lengthy and out of context responses.

Form TECH-5: Work Schedule

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Nº	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	N	
1															
2															
3															
4															
5															
n															

Form TECH-6: Staffing Schedule

S. No.	Key Professional	Man Weeks	Man Months
1	Project Manager	19	5
2	Solution Architect	31	8
3	UI Designer	21	5
4	Senior Developer	36	9
5	Developer	64	16
6	Database Administrator	26	6
7	Training & Change Management Expert	10	3
Total		353	52

Name of Staff	Staff input in the form of BAR CHART													Total staff month input
	1	2	3	4	5	6	7	8	9	10	11	12	N	Total
Project Manager														
Solution Architect														
UI Designer														
Senior Developer														
Developer														
Database Administrator														
Training & Change Management Expert														
O&M Support														

1 For Professional Staff (e.g. Project Manager, Sr. developers, Developers, DBA etc.) the input should be indicated individually;

2 Months are counted from the start of the assignment. For each staff indicate separately staff input.

3 The role wise effort estimate mentioned in the table above is indicative of the expectation in terms of level of engagement. The bidder is expected to use this as a reference and make its own estimation based on the scope and timeline of the project.

Form TECH- 7: Team Composition and Task Assignments

Professional Staff							
S. No	Designation of Personnel	Name	Educational Qualification	Length of Professional Experience	Area of Expertise	Present Employment Name of Firm/ Employed since	No of Eligible Assignment

Form TECH- 8: Suitability of the Knowledge (Training) Program

Training and knowledge transfer to the stakeholders is a key component of the project and the technical proposal. You are suggested to present your training approach and methodology (In not more than 10 pages) divided into the following chapters. Also along with the chapters as given, it is essential to highlight the suitability of the resources proposed for the project.

1. Relevance to the training program with the project objective
2. Training approach and methodology

Language	Speaking	Reading	Writing

11. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: (Add additional rows if required)

Organization	Designation	From	To

12. Details of similar projects: [Provide details of the similar projects where the proposed staff has worked in the past. The similar projects include but are not limited to e-Governance projects, Web based, multi-level dashboards for Govt. departments, Automated web based analytics/ Business Intelligence, System maintenance & user management of ongoing systems, Procurement application development & maintenance, MIS/Custom Reports and System/Application Integration.] (Add additional rows if required)

Name	Organization	Location	Duration	Activities Performed

13. Details of projects of the Training & Change Management Expert: [Provide details of the similar projects where the proposed staff has worked in the past. The similar projects include but are not limited to Change management, capacity building, IT trainings in government & private sector.] (Add additional rows if required)

Name of Training	Organization	Location	Year of Assignment	Duration
i) Describe relevant materials & methods for training and capacity building in responding to the Terms of Reference in the present assignment:				
ii) Relevant curriculum (technical) training & capacity building in responding to the Terms of Reference in the present assignment:				
iii) Relevant curriculum (functional) training & capacity building in responding to the Terms of Reference in the present assignment:				

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. These forms are to be used for the financial proposal of the tender.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for Selection of Software Development Firm for Design, Development, Implementation, Training and Maintenance of Web based Project Management System in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the all taxes, duties etc.

We also understand that EdCIL (India) Limited will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding, gratitude, etc.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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 Signatory: _____

Name of Firm: _____

Address: _____

Seal: _____

Form FIN-2: Summary of Costs

(A) Design and Development

Amount (In INR)

S. No.	Positions (With relevant experience, as per TOR)	No. of Persons	Required Period in Months	Total Man-Month Efforts	Rate per month	Total Amount (Excluding Taxes)
		(A)	(B)	(C)=(AxB)	(D)	(E)=(CXD)
1	Project Manager					
2	Solution Architect					
3	UI Designer					
4	Sr. Developers					
5	Developers					
6	Database Administrator					
7	Training and Change Management Expert					
Total Development Cost (A)						

(B) Security Audit Cost

Amount (In INR)

S. No.	Description	Unit	Cost (Excluding Taxes)
1	Security Audit by CERTIN & STQC	Lumpsum	
Total Security Audit Cost (B)			

(C) Operation and Maintenance (for 18 months up to September 2020 post warranty period of 12 months)

Amount (In INR)

S. No.	Positions	No. of Persons	Required Period in Months	Total Man-Month Efforts	Rate per month	Total Amount (Excluding Taxes)
		(A)	(B)	(C)=(AxB)	(D)	(E)=(CXD)
1	Project Manager					
2	Developers					
3	Database Administrator					
Total Maintenance Cost (C)						

(D) Training Cost**Amount (In INR)**

	Date	No. of trainings	No. of days	Total Amount (Excluding Taxes)
Ist Training Session	Immediate after system go live	Min. four rounds of training covering all project institutions (Venue and Date will be decided at the time of training)	2	
2nd Training Session	After 6th to 9th months	Min. four rounds of training covering all project institutions (Venue and Date will be decided at the time of training)	2	

Discount (if any)	
Total Cost ((A) + (B) + (C) + (D)) – Discount (Excluding Taxes)	
Specify applicable Taxes (VAT or GST or any other taxes)	
1. <<Tax Name>>	
2. <<Tax Name>>	
3. <<Tax Name>>	
4.	
5.	
Total Tax amount (1+2+3+....)	

Total Cost of the project ((A) + (B) + (C) + (D)) – Discount) (Incl. Taxes) =

Total Cost of the project ((A) + (B) + (C) + (D)) – Discount) (Incl. Taxes) in words =

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal:

Note:

- a) Total cost should be excluding of taxes.
- b) Taxes (all applicable as per the Government of India) shall be indicated separately
- c) TDS will be deducted at source as per rules, if it is applicable.
- d) Any form of reimbursements will not be entertained or paid to Firm
- e) Any deviation in terms and conditions will make the bid liable for rejection.
- f) Arithmetical errors (if any) will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be deemed to have been corrected accordingly. If there is a discrepancy between words and figures, the amount submitted in words shall prevail. If the Bidder does not accept the correction of the errors, his bid will be rejected.

Form FIN-3: Deliverable Based Cost Breakup

The deliverable based cost break up shall be as:

S. No.	Milestone	Deliverable / Task	Cost in INR (Excluding Tax)
1	Project Inception	Submission of Inception report	0
2	Design and Study	Submission of final documents: 1. System Requirements Study (SRS) 2. System Design Document (SDD) a. High Level Design Document b. Low Level Design Document 3. Project Plan	
3	Development, Data Migration, Implementation	1. Implementation of all required system changes & customizations required 2. Completion of required UAT (UAT has to be for all the functional requirements of the System tested which shall comply with the response time mentioned in SLA) & bug fixing 3. Deployment of all changes in production system 4. User Acceptance on completion of development and verification of Date Migration 5. Prototype of Application Software (cover basic screen layouts, fields, GUI of the application minus the business logics) 6. Source Code	
4	Security Audit	Third Party Security Audit / STQC 1. Submission of Security Certificate 2. Application software with source code in two sets (in protected media) along	

		with source code and/ or license of third party API/ any other software used 3. Source Code	
5	Go-Live and User Training	1. Deployment of application 2. Submission of Training Manuals, Training Plan and conduct of Trainings. 3. Systems Administration Manuals, User manuals, Installation Manuals, Operational Manuals, Maintenance Manuals (These Manuals shall be in both type of formats i.e. Document format and Animated format with voice over of the steps 4. Source Code	
6	Post Warranty Period	On completion of 12 months warranty period and subject to adjustment on account of SLA Source Code Handover	
7	Operation and Maintenance	Monthly reports on Bug Fixation and SLA	

Total Taxes = _____

Total Tax (in Words) = _____

Total Cost of the project (Incl. Taxes) = _____

Total Cost of the project (incl. Taxes) in words = _____

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal:

Note:

1. The cost shall be exclusive of Tax
2. All the breakup costs mention shall match in FIN 2 and FIN 3 shall match with FIN 1

Section 5. Terms of Reference

5.1 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.

The company offers the following technology led solutions in the Education & Training space.

- Digital Education Systems offer services which are technology led in nature. Currently, EdCIL is offering IT based solutions like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages, e-content development, setting up of virtual universities, networking and Wi-Fi facilities implementation.
- Online Testing and Assessment Services are offered to various Government Departments / Public Sector Undertakings and Educational Institutions in order to select and appoint executives / teachers for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
- Skill Development & Human Resource Training including Teachers Training
- Marketing of Indian Education product overseas
- Placement of Indian Teachers overseas
- Educational Procurement and Infrastructure Division offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation. 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 Defense University, Indian National Railway University, Central Universities and many other institutes of national importance.

- **Advisory Services**

Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space

- a. Preparation of Concept notes & Detailed Project Reports (DPRs) (Greenfield and Brown field), for all domestic institutions across states and central ministries and for expansion of global institutions in select countries in South East Asia and the Middle East
- b. Organization Restructuring (sectoral/institutional)
- c. Improving Operational Efficiency
- d. Digitization Planning
- e. Training Designing
- f. Impact assessment of two to three key schemes across different states
- g. Designing of new education schemes
- h. Policy recommendations to states
- i. Education content Design

5.2 Project Background and Objective

5.2.1 Background

In order to make technical education in India more relevant and link it to market requirements, the government of India, with support from the World Bank initiated a systemic transformation for the states. With a view to transform the technical education over a period of 10-12 years through three phases, in 2002-03, the first phase was launched as TEQIP -1 and in 2010-17, the second phase was launched as TEQIP-2 and now,

TEQIP – 3, which is to be launched in FY'17-18 proposes to build on the significant results achieved in the two phases of the project which supported over 250 engineering institutes and thousands of faculty members from institutes such as NIT Rourkela, College of Engineering Pune, Jawaharlal Nehru Technological University Hyderabad, and BIT Mesra. It has made a considerable impact on the quality of education by implementing institutional and policy reforms focusing on institutional autonomy and accountability.

The project will support approximately 200 engineering education institutes having approx. 250 – 300 concurrent users in the focus states to produce higher quality and

more employable engineers. Importantly, it will support Affiliated Technical Universities for the first time, and thereby multiply project benefits to all affiliated colleges, not just those being supported individually. It is estimated that, by project closing, roughly 3 million undergraduate and post-graduate students, of which 30 percent will likely be female and 20 percent from scheduled castes and tribes, and over 100,000 faculty and staff would have benefitted. It will also scale up post-graduate education, research, development and innovation at these institutions.

The project is also designed to build capacity of technical education policy planners and administrators. Substantial efforts will be devoted to monitoring and evaluation to improve governance and ensure that the investments result in better performance of the selected institutions. Student assessment and faculty appraisal systems, including mentoring-related activities will be strengthened. It will support industry collaboration in research and student job placement; and ensure better data management to facilitate quality assurance, among others.

PMSS (PROCUREMENT MANAGEMENT SUPPORT SYSTEM)

It is a web based application that supports capturing of all the procurement activities under the program Technical Education Quality Improvement Program (TEQIP) - III that aims to scale up & support ongoing efforts of the GoI to improve quality of technical education and enhance existing capacities of the institutions. TEQIP is being assisted by the World Bank and GoI. PMSS can provide the full visibility into procurement processes, enhance compliance & reporting and streamline the administrative process.

ACADEMIC MIS

It is a web-based management information system (MIS) that will be developed to meet the academic monitoring and evaluation requirement of the project. MIS will track implementation of key project inputs, outputs, outcomes and impact corresponding to project activities through performance indicators developed for the project.

MIS would be accessible to all the project institutions and other implementation entities as identified by NPIU; the academic indicators would be monitored at State and National level. The monitoring will be based on the action plans prepared by each project institution and achievements made on a set of Key Performance Indicators (KPIs) which will be defined in the Project Implementation Plan for TEQIP-III.

5.2.2 Objective

PMSS (PROCUREMENT MANAGEMENT SUPPORT SYSTEM)

The key objective of the fully PMSS will reduce variance in procurement processing and ensure adherence with agreed norms and guidelines with following measures,

- It will capture end-to-end procurement process flow to standardizing the procurement under project.
- It will provide information on specifications of items, maintain database of manufacturers/ suppliers.
- It will generate advertisement details, Standard Bidding Documents (SBDs), Bid Evaluation Report (BER), Purchase Order (PO), payment details etc.
- It will provide contract management functions like identifying contract milestones (warranty period, performance guarantee, delivery schedule etc.), review supplier performance against contract etc.
- It will meet MIS requirements for documentation/ report generation requirements of all the users
- It will also generate print outs in the standard formats at every stage in unitized forms like daily, monthly and in the integrated/ aggregated forms like quarterly, half yearly, annual etc.

PMSS shall support the capturing of following procurement methods,

- International Competitive Bidding (ICB)
- Limited Competitive Bidding (LIB)
- National Competitive Bidding (NCB)
- Shopping
- Direct Contracting
- Quality and Cost based selection (QCBS)
- Fixed Budget Selection (FBS)
- Least Cost Method (LCS)
- Consultant Qualification Based Selection (CQS)
- Single Source Selection (SSS)

ACADEMIC MIS

The key objective for Academic MIS is to provide a web-based management information system to NPIU to track, monitor and evaluate the academic performance in the Project. It shall track implementation of key project inputs, outputs, outcomes, and impact corresponding to the project activities through various performance indicators developed for the project. It shall generate MIS reports depicting the specified data in qualitative and quantitative forms. Generate comparative analysis report with respect to baseline data. There is a standard format of MIS. Payment details shall be captured by PMSS application. Though the actual payment transaction will be done through PFMS.

Through web-based MIS a large amount of information on academic processes, practices and project implementation can be collected easily from each institution for effective monitoring of the project implementation.

MIS is expected to help in:

- Effective monitoring of large number of institutions,

- Informs stakeholders on the extent to which the project is meeting the desired objectives,
- Provides quick, correct and reliable information on all project functions,
- Provides bases for decision making, and
- Suggest pointers for improvement in project monitoring mechanisms.

5.3 Functional Requirements

5.3.1. PMSS

The application architecture of the PMSS shall include the following functional modules in the web portal enterprise,

- e-Dashboard
- Procurement
- PMSS MIS
- Request & Query
- Configuration

5.3.1.1. e-Dashboard

The dashboards are required for the three basic entities working on PMSS for the monitoring purpose. Dashboard should cover all the major activities within the PMSS as it may be defined by the user department during the development of the application.

5.3.1.2.Procurement

Procurement of various goods and services using different prescribed methodologies as per the process flow and implementation plan of PMSS shall play a vital role in the application architecture of PMSS. The respective process flows for different types of procurement methods needs to be followed in order to capture the complete cycle of events.

5.3.1.3.PMSS MIS

All the modules in the modules in the PMSS should support various types of MIS that should be generated from the software. There should be an option to the administrator to select the attributes for the different MIS's as the custom reports for the ease of business. The MIS generation should be dynamic and user friendly. It shall be configured by the administrator of the user department itself.

5.3.1.4.Request & Queries

A module to raise a request and provide the feedback should be a part of the PMSS application. All the entities and users may be able to send or receive and reply to the request and queries as per the workflow.

5.3.1.5.Configuration

Respective entities should be able to configure the respective details in PMSS. It should include the user management as well

5.3.1.6.Integration

Integration of PMSS application with other applications of Government may be needed for exchange of information and integrated reporting such as Public Finance Management System (PFMS), DGS&D, GEM etc. (Any other application as may be required by the client for go-live of the software). Though, it needs integration with one 3rd Party Application (PFMS) for analytics dashboard and does not require any integration with the transaction functionality of PFMS.

Bidder shall provide the API for integration with the Mobile Application so that it may subsequently be used for developing a mobile app, if needed.

5.3.2. Academic MIS

User access for respective levels with their respective permissions should also be made available. The focus is to cover data entry for the following project components and generate MIS by application of some comparison to the baseline data thereby identifying the distinct rise or fall in an activity in terms of percentage or numbers.

Component 1: Improve Quality and Equity in Engineering Institutions in Focus States

Sub-component 1.1: Strengthening of Institutions in Focus States.

Sub-component 1.2: Widening Impact through ATUs focus States

Sub-component 1.3: Twinning Arrangements to build capacity and improve performance of participating Institutions and ATUs

Component – 2: System – Level initiatives to strengthen sector governance and performance

MIS will seek the information on several academic indicators to help stakeholders monitor the academic performance (growth over & above baseline) of the institutions. The following are example-indicators from TEQIP-II which are indicative for TEQIP-III.

5.3.2.1.Institutional Profile:

- Basic information
- Schools/Departments
- Faculty and staff: profile
- Programs offered: UG, PG , PhD
- Students enrolment in programs (UG, PG, PhD)

5.3.2.2.Academic Excellence:

- Accreditation (NBA) of programs
- Faculty qualifications
- Training & development of faculty and staff
- Updating curricula with involving industry
- Students performance, training, and placement
- Students learning assessment
- Graduates with qualifying GATE score
- National/International publications
- Technology development, innovations
- Partnership with industry for academic processes
- Continuing education programs

Facilities should be provided to provide inputs through data entry form or XLS/CSV upload.

5.3.2.3.Systemic Excellence:

- Effective governance with participation of stakeholders (at least 4 meetings of BoG each year)
- Obtain and implement autonomies
- Delegation of powers to senior officials
- Early diagnosis of academic weaknesses in students and supporting such students
- Incentives to meritorious teachers
- Innovation in teaching-learning processes
- Filled-in faculty positions
- Enhancing revenue generation
- Appraisal of overall quality of education by students.

Data entry for these items would be directly into the system. Reporting measurement for these KPIs will be specified in the SRS stage.

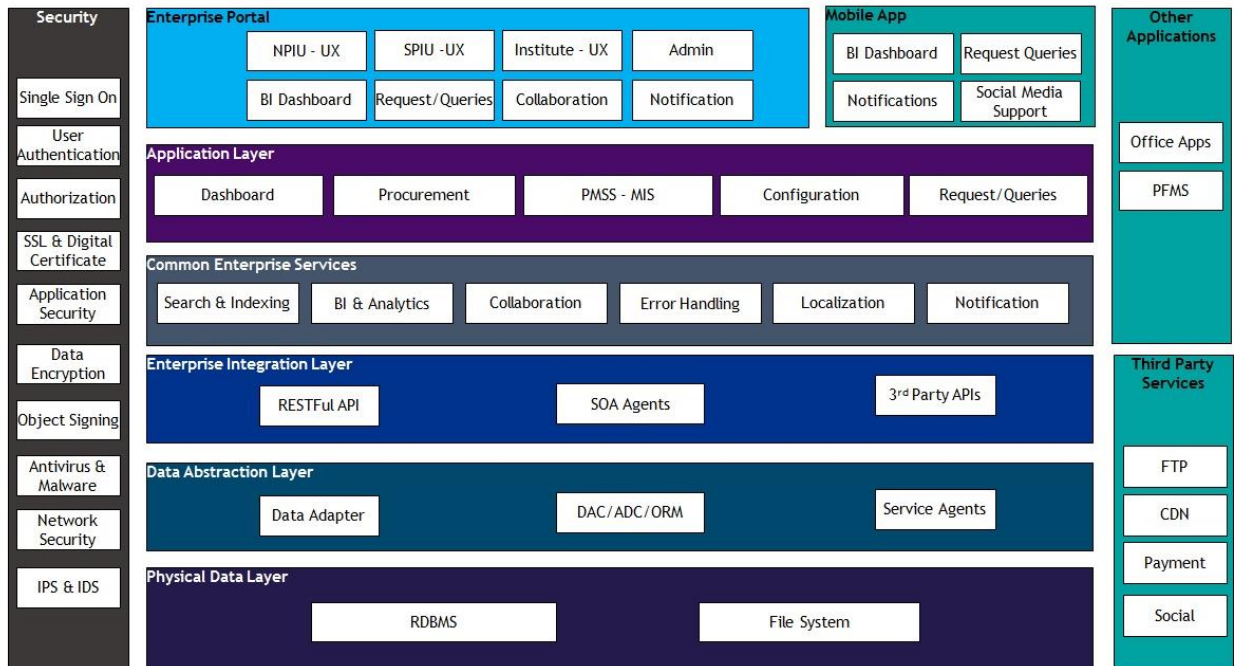
5.3.2.4.Integration

Integration of PMSS application with Academic MIS and Public Finance Management System (PFMS) for which software development firm shall also provide the secure API/Connectors for Mobile Applications e.g. Android/IOS/Windows etc.).

5.4 Non Functional Requirement

From the technical architectural perspective the proposed system solution should have 6 distinct layers. These 6 layers will be governed by infrastructure related to Audit & Security:

- i. **Enterprise Portal:** The Enterprise Portal forms Presentation Layer along with the Web Portal for EdCIL. However at present only Enterprise Portal is within the technical scope of work.
- ii. **Application Layer:** The functional module layer contain all the functional modules mentioned in the functional requirement.
- iii. **Common Enterprise Services:** This layer will contains all the common enterprise services which can be leveraged by all the applications in the upper layer.
- iv. **Enterprise Integration:** This layer provide framework, protocol as well technology to integrate all the functional modules. The same layer provide inter-operability with the 3rd Party & Work station applications & services as well.
- v. **Data Abstraction:** this layer will provide abstraction to the physical data layer there by ensuring technology independence from the RDBMS, file storage etc.
- vi. **Physical Data Layer:** This is the physical layer where RDBMS, File storage etc. are handled.



The above architecture is designed keeping in mind EdCIL functional requirement as well as best practices with respect to open standard. However the same is indicative. SUCCESSFUL BIDDERS are free to propose amendment or suggest different

architecture with technical feasibility details with respect to parameters like performance, scalability, manageability etc.

5.4.1. Enterprise Portal Requirement

The Proposed Enterprise Portal is going to be the gateway through which all the users will be accessing the underline services. It will be in the form of Web Portal. Functionalities of the same shall be off course limited compared to the functionalities envisaged for the Enterprise portal. Following are the technical requirements with respect to the Portal:

- i. Proposed portal will be single integrated user interface for all stakeholders. /bespoke applications will be exposed through Portal console using single-sign on.
- ii. Portal should enable personalization and configuration at user level. The portal should be capable of directing relevant content and information to individual users/roles, and provide end user customization.
- iii. Portal should be accessible and operational for all 250 - 300 concurrent users simultaneously at any point of time.
- iv. Portal should enable content publishing within portal framework. It should support or should be capable of integrating with an advanced content management solution. Portal should enable content publishing within portal framework.
- v. The portal should support workflows (linear/parallel/branching).
- vi. The portal should not allow concurrent sessions for same user. The system should automatically log out a customer in case of session breakdowns (e.g., communication failure, high inactivity period - these should be parameterized)
- vii. The portal should implement security features, such as configurable password complexity, configurable automatic blocking (temporary/permanent) of user logins after given number of unsuccessful login attempts (should be parameterized), controlled access to content stored on the portal and logging of security incidents through user role management module. It should by its own or through an integrated Identity Management solution be capable of managing security rights and privileges by individual, group and role, and should support Single Sign On.
- viii. Portal should support HTTPS protocol on Secure Socket Layer (SSL).
- ix. The portal should support the leading web browsers such as Internet Explorer, Firefox, Chrome etc. including standard backward compatibility.
- x. The portal should be able to expose/publish functional applications seamlessly
- xi. The portal should provide search engine with advanced full-text search capabilities. The search engine should be able to search for requests within the portal.
- xii. Should provide support for comprehensive audit trail features such as:

- Daily activities log should be merged into the history log files
- Date, time and user-stamped transaction checklist should be on-line generated for different transactions
- All transaction screens should display system information
- Daily activity reports should be provided to highlight all the transactions being processed during the day
- Unsuccessful attempts to log-in to the system should be recorded
- Logs should be secured such that only authorised users can view the same. No logs should be allowed for adding/editing/deleting in terms of record or the file is stored in files.

xiii. Portal should be compatible to mobile devices.

xiv. Portal should be interoperable with industry standard databases (Oracle, DB2, Microsoft etc.)

xv. Portal should be capable of Supporting Multilingual content capabilities

xvi. In addition the portal should provide the following capabilities

- Should have multilingual capabilities with regional, localization and Unicode support.
- Should be able to integrate with common office application
- Should authenticate users from Active Directory/LDAP, claim based authentication
- Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
- Should support virtualization
- Should support customization of Look and feel of the portal
- Should support a broad range of standards, preferably open standards. Some examples are DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC, ODF (IS26300), Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XMLDsig, XPATH, XPS, XSLT
- Should be able to connect to mobile devices.
- Should integrate with email servers
- Should integrate with instant messaging services

- Should integrate with any other portal products through open standards such as HTML, XML, RSS, web services, and WSRP.
- Role Based Access
- Should support encryption and compression feature
- Should support multiple roles with associated access controls.
- Should support upload, store, organize and share documents
- Should support Podcast Publishing, Rich media streaming and transcoding, Rich media search and organization
- Should preferably be XHTML 1.0/WCAG 2.0 AA compliant
- Should have content authoring capabilities
- Should have workflow capabilities with regard to the content approval/publishing process
- Should support Publishing content in web viewable formats
- Should provide multi-channel output capabilities
- Should support editions (versions/rollback) of the web site managed
- Users should be able to upload documents in multiple formats
- Users should be able to upload multiple files at the same time
- Should support 'Drag-and drop' file upload
- Should be able to 'send' documents to a project or group area by email
- Should be able to have embedded viewers for accessing documents in multiple formats without requiring other applications
- Should support creating and editing rich documents inside the browser
- Should have multi-user editing the same document.
- Should support version control, change tracking and comments in these documents
- Should support approval workflow
- Should support check In/check Out capabilities
- Should support version Control Capabilities (the number of major versions supported, minor versions, and branching)
- Should support document linking capabilities (static, dynamic, and/or other)
- Should supports the import of content into the repository
- Should support document and text indexing capabilities

- Should have offline capability for uploading content
 - Should support image indexing capabilities
 - Should be able to support to store and manage documents in the same repository
 - Should Support Managed Metadata
 - Should support Records Management
 - Should support Document Sets
 - Should support content archiving capabilities
 - Should Support Digital Asset Management
 - Should be able to add Site Feeds within a portal
 - Should support federated search
 - Should be able to customize search
 - Should be able to perform read/write/update data to other RDBMS
 - Should provide offline support for forms
- xvii. Should provide support (out-of-box) drag and drop of documents directly from File Manager/Windows Explorer to Browser for upload of documents in a document library.
- Availability of document metadata when offline
 - Should support creation of ad hoc query by users
 - Application forms should be created as templates and data could be stored separately.
 - Data entry for E-forms could use a common office interface
 - Data could be collected in an offline manner; no connectivity to capture data should be required.
 - Bulk update of data should be available to any data source
 - While the bulk data is getting uploaded it should also tell for errors if it encounters any.

The above mentioned features are indicative and not an exhaustive list.

5.4.2. Application Layer

Functional requirements for all the functional modules are mentioned in detail in the functional requirement chapter. However there are few technical requirements which all the functional modules fulfil. Those requirements are as mentioned below:

- i. All the Application Modules should be designed and developed based on Service Oriented Architecture.
- ii. All the Application modules should preferably be developed using one single robust Enterprise Application Development Framework.
- iii. All the applications should ideally be developed on same development platform ideally based on an open stack like Enterprise Java, MEAN Stack, Dot Net or similar.
- iv. In case Same Framework or Development Platform for all the application module as mentioned above is not technically feasible the applications should still be developed in such way to optimize infrastructure requirement and should integrate with other modules seamlessly using efficient and robust APIs.
- v. Interoperability for all the contents in repository (digital assets & other contents) should be ensured using industry standard protocol like CMIS
- vi. User Interface of all the applications should be available through the portal.
- vii. An Enterprise grade Application Server should be used for deployment.

All the application modules should seamlessly leverage the services provided by the common enterprise service layers. This will reduce building common functionalities for each and every application modules.

5.4.3. Common Enterprise Services

These services will be leveraged by all the functional modules across the proposed application PMSS. Technical requirement specific to each block is mentioned below:

5.4.3.1 Search & Indexing

- i. Should be able to support both structured and unstructured data, and a combination of them.
- ii. Should support summarized/contextual search.
- iii. Should support search and contextualize results based on user profiles and roles.
- iv. Should be able to search information from all possible data sources present in the ecosystem which includes but not limited to internal and external data sources such as portal, integrated content management system, databases etc. The solution should be capable of making content from multiple enterprise-type sources, such as databases and intranets, searchable to a defined audience
- v. The solution should be capable of searching in external data repositories (of both structured and unstructured data) which will have interface with the solution i.e. PFMS.

- vi. The search solution should support automatic spelling checks, query suggestions.
- vii. The solution should support dynamic result clustering.
- viii. The solution should index data and documents from a variety of sources such as: file systems, intranets, document management systems, e-mail, databases and other integrated external systems.
- ix. Preference will be given to
 - Enterprise search platforms with futuristic capabilities like context based search, machine learning and natural language processing capabilities, content analytics and searching with subjective questions or phrases etc.
 - Enterprise search platforms should have the capacity of searching but not limited to all types of structured, unstructured, semi-structured, social media, web content, enterprise systems etc.
 - The search platform must be scalable to search billions of records.
 - The search engine should have the ability to securely search internal, external systems or applications preferably without needing to index them at all times.
 - The search should show results to the user based on the authorization and authentication of the user.
 - Security profiles of the underlying systems should be respected so that users can only see the information for which they are authorized.
 - The search platform should preferably provide a platform that is easy and quick to customize. A web-based intuitive administrative interface is preferred.
 - The search platform should be able to handle industry specific taxonomies and ontologies, as may be required during the course of operations.
 - Search users should be able identify and extract specific entities relevant to their interest area fairly easily and quickly.
 - The search platform should have the ability to showcase the relevant information to the user in a context to create a 360° view of an entity available in PMS framework i.e. a search result should provide the particular entity searched along with other instances of the entity. E.g. if a Quotation number is searched it should return the quotation as well as its amendments, PO against the same quotation etc.
 - The search platform should support dynamic categorization of results in order to accelerate searching process.
 - The search platform may automatically identify and cluster related information to achieve better user satisfaction.

- The system must be able to search, filter and publish results in various formats and on multiple parameters like student demographics, education levels, interest areas etc.
- The proposed system must have a search feature which should be capable of including full word matches, partially matching words, misspelt words and different tense of words in the result
- The proposed system should have capability of crawling different structured and un- structured data sources
- The system should be able to extract and combine data into a single unified analysable view from different source systems like transactional systems (RDBMS), NoSQL, csv files, DOC files, excel files, PDF files, DBF files, emails, XML files etc. Irrespective of the backend data structure or underlying technology, the view provided by the search should be similar.
- The proposed system should allow the business users to run tagging and text enrichment from the front end himself
- The proposed system should have an in-built thesaurus which should be referenced by the search feature for finding similar meaning words from the database and including those records in the search results. Phonetic search should be supported. Also, the search results should be saved.

5.4.3.2 BI & Analytics

All the application modules are expected to come with a finite number of Out of The Box (OOTB) reports. However the system should also have a separate BI & Analytics Module which is able to provide insight to all the application's data. Following are the key technical requirements:

- Executive dashboards:** Personalized Dashboards should be available to deliver relevant, easily understood real-time data to business leaders. EdCIL BI users should be able to access to personalized dashboards that deliver easy-to-understand KPIs and summary information on a regular, scheduled basis. Additionally, exception reporting should alert the users to unexpected events and scenarios that require action. Eg. The dashboards should be able to display customized data and reports as per user requirements from time-to-time.
- Location Intelligence:** The proposed BI & Analytics Module should provide Location Intelligence thereby providing the ability to map and visualize data in geographical formats.
- “What if” analysis:** “What if” analysis allows businesses to assess the potential effects of critical business decision before they're actually made. Using existing data, users can

formulate strategies to achieve business targets and avoid the default “hit and miss” approach. This helps management undertake accurate strategic planning. The proposed solution should have “What if” analysis capability. Eg. Query driven reports with appropriate filters to be made available while representation of data.

iv. **Interactive reports:** Interactive reports help users convert data into knowledge. They allow users to better understand the analysis within reports, and the underlying data those reports are based on, to support better decision-making. User should be able to:

- Drill down and through reports
- Conduct slice and dice OLAP analysis
- Apply analysis such as moving averages and regression to highlight trends in data
- Use time-series zooming to scan large data sets to understand anomalies in their data
- Use conditional formatting to set data alerts which highlight data exceptions

Though the reports are to be role based and as per the discretion of the client, respective reports shall be provided to the designated user only.

v. **Metadata layer:** A metadata layer should be designed in such a way to make reporting easy and eliminate the need for coding and SQL, allowing users and report writers to see and access information in simple business language. Users should be able to solely interact with data at the metadata level without having to comprehend the complexities of the underlying data or database.

vi. **Ranking reports:** This solution should allow the user to create reports that order specific categories of information, from across multiple dimensions, by selecting specific criteria.

5.4.3.3 Audit Trail

An audit trail (also called audit log) is a security-relevant chronological record, set of records, and/or destination and source of records that provide documentary evidence of the sequence of activities that have affected at any time a specific operation, procedure, or event. In a computerized system an audit trail ideally tracks the addition/modification/deletion of data in a data repository. The proposed solution should provide Audit Trail as part of the common service.

- View or create a report of all newly created/amended/deleted records
- View or create a report containing the contents of all deleted records
- View or create a report of all changes to a given record
- View or create a report of all user access profiles

- View or create a report of all user id login and logout times over a specific period
- View or create a report of functional usage by user ID of system activity over a specific period, e.g. list the number of times each type of system activity (report, query, accession, etc.) was accessed on a certain day by a user
- View or create a report by system activity on user access over a specific period, e.g. for each system activity (report, query, accession, etc.) list each user who accessed on a particular day
- View or create a report of the queries performed by users

5.4.3.4 Notification

Following are the requirements as far as notification services are concerned:

- The system should have a comprehensive logging / audit and exception handling mechanism
- The proposed solution should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
- The proposed solution should integrate with the “Logging Engine / audit engine” and the “Exception Management” components
- System should have event processing capabilities, on various system interruptions.
- System should be able to generate alerts and email notifications to select groups though all alerts and email notifications shall be event based.
- System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
- System should support configurable email notifications in case events like document deletion, document access removal, documents submission for approval.
- System should support generation of predefined alerts and notifications for various business activities

5.4.4. Enterprise Integration Layer

Considering the PMS has to seamlessly inter operate with Web Portal, and may need to offer integration with other 3rd party apps in future, a SOA based architecture is envisaged for the same:

- i. The solution should support static/deterministic routing, content-based routing, rules-based routing, and policy-based routing, as applicable in various business cases related to the applications.

- ii. The solution should have capabilities to receive input message in heterogeneous formats from various different systems, interpret those messages, process and transform those messages to generate output and feed them to various different clients as per formats applicable.
- iii. The solution should have features to communicate across different services, process them and expose as single aggregate service to facilitate business functionality
- iv. The solution should have facility to run validation rules on input messages before beginning transformation and processing. On validation failure, system shall be able to generate meaningful error codes which can be passed back to the invoker.
- v. The solution should support message queuing, synchronous and asynchronous processing, fall back options in case upstream and downstream systems become unavailable temporarily.
- vi. The solution should provide option to enable WSS (Web service security) of various kind (Token based, certificate based, mixed-mode) from web service exposure interface. The enablement shall be configurable using web based administrative interface.
- vii. The solution should have event processing capabilities, on various system interruptions. System shall be able to generate alerts and email notifications to select groups.
- viii. The solution should support standard message exchange patterns, JSON, RESTful, web services, SOAP/HTTP, SOAP/HTTPS standards.
- ix. The solution should have various adaptors to connect and communicate across heterogeneous external systems. The adaptors shall support secure communication, error handling for exception scenarios, transformation capabilities.
- x. The solution should have provisions to manage priority of messages in queue and switch the priority of messages at run time. System shall also be able to configure parallel message processing.
- xi. The solution should support delayed message delivery in case of transmission failure. It shall support putting failed messages in redelivery queue for retransmission.
- xii. The solution should not operate in single point of failure (SPOF) mode. It shall be load balanced to make sure high availability and minimal time lag in message processing and output transmission.
- xiii. The system should integrate with Email Gateway, etc.
- xiv. The system should be compliant with Content Management Interoperability Service (CMIS)
- xv. The system should be able to integrate with Content Delivery Network (CDN).

5.4.5. Data Abstraction Layer

Data abstraction leads to the ability to leverage physical data, no matter how it's structured, as new, logical schemas that exist only in middleware (in this case the Enterprise Integration Layer) creating a common data layer that architects can restructure as needed, rather than making costly changes to the physical database or core services. Data abstraction hides the complexity of data by letting the solution architect define a new, better organized structure that exists only in the middleware. The result is that an application (or another service) can request the data in a well-organized, logical format, without having to worry about its actual physical layout. As an example, an application may request a customer record from the data abstraction layer. Data is fetched from potentially many data sources, transformed into the agreed logical structure, and returned to the calling application. PMSS should be designed with a robust & scalable Data Abstraction layer to accomplish the following:

- The common enterprise services should be Database agnostic.
- All the functional modules should be able to leverage a database even the database technology is changed (i.e. a RDBMS platform is replaced by another).
- All the API (RESTful or other) should be function in database agnostic manner.
- Any data accessed should be through the Data Abstraction Layer only.

5.4.6. Physical Data Layer

PMS will have different type of data which consists of documents like pdf, xls, doc files, images, metadata as well as transactional records. To manage different data types the proposed system will have two different types of data stores i.e. RDBMS for structured data (transactional records), and File System for documents & image files. Technical requirement for these two different data stores are mentioned below:

5.4.6.1 RDBMS

- i. Database should have perpetual and enterprise wide licenses. They should have proven scalability credentials to cater to any system load.
- ii. It should provide Unicode support.
- iii. It should support User-defined Data Types & User-defined Functions.
- iv. The database should support database encryption, backup encryption and support for external key management.
- v. Database should support advanced data compression, self-healing and deployment in various cluster topology.
- vi. Database should support multiple languages such as English, Hindi and other Indian languages.

- vii. Database should be compatible for hosting on various industry standard platforms such as Windows, AIX, UNIX, LINUX etc.
- viii. The database platform should support enhanced configuration and management of audits.
- ix. The database platform should support Failover Clustering and disaster recovery solutions.
- x. It should support online indexing operations and parallel indexing operations
- xi. Database should support Schemas, Roles Based Privileges & Authentication.
- xii. The data platform should support policy-based system for managing one or more instances across enterprise
- xiii. It should provide a scripting shell that lets administrators and developers automate server administration
- xiv. Other than built in database access logic in application, a separate database security layer will be required to control direct access to database server by any unauthorized user.
- xv. The database platform should support defining resource limits and priorities for different workloads, which enables concurrent workloads to provide consistent performance
- xvi. Database security should provide different layers of database users with overall control of database security administrator, only authorized database administration users with assigned privilege should be allowed to access database.
- xvii. A separate audit trail should be maintained for any direct modification, deletion and addition in RDBMS database in database structure or records. User, even the database administrator should not be allowed to tamper with audit log. Database server should support most granular column encryption to encrypt sensitive data.
- xviii. The selected RDBMS should have abilities for fault tolerance, linear scalability, mixed workload capability
- xix. Database should support option of different partitioning schemes within the database to split large volumes of data into separate pieces or partitions, which can be managed independently. It should support physical columns. The partitioning should enhance the performance, manage huge volumes of data and should provide foundation for Information Life Cycle Management.
- xx. The RDBMS should preferably provide options for Automated/manual performance analysis with diagnosis of the cause of performance related issues with possible resolutions.

- xxi. RDBMS should allow storing scanned images, text documents, XML, multi-media inside the tables. It should be part of the basic database distribution without any additional cost to the organization.
- xxii. RDBMS should provide strong encryption capabilities within database for stored information in the tables as well as the information transmitted over network.
- xxiii. RDBMS should support the separation of security functionality from application functionality and database administration functionality.

5.4.6.2 File System

- i. The proposed file system should be able to work with latest Cloud File Systems available with leading Cloud Providers
- ii. The File System should be scalable so that it can accommodate the physical available storage capacity under one volume
- iii. The proposed file system should be compatible with all industry standard file sharing protocols like SMB/CIFS, NFA, AFP, FTP, WebDAV etc.
- iv. The proposed file system should be able to leverage all the technical features and functionalities offered by the underlying storage infrastructure in terms of I/O Ops, Replication, Backup, security etc.
- v. The proposed file system should be able to serve all the file related functionalities required by the application & common services layers above it.

5.4.7. Security

Security is one of the utmost important aspects envisaged in the entire solution design of PMS. All key dimensions like, authentication, sessions management, context sharing and role based access control, should be an integral part of the PMS architecture.

The key security requirements are mentioned below:

5.4.7.1 Identity & Access Management

The key requirements for Identity and Access Management are mentioned below:

- i. The solution should be capable of uniquely identifying all users of the system and their activities
- ii. The solution should have the capability of providing user access rights to system and data which will be in line with the defined functional requirements
- iii. The identified solution should support both on premise and cloud implementation, or a hybrid of the two.
- iv. The solution should be a directory based solution supporting LDAP

- v. The user account management component of the solution should address requesting, establishing, issuing, suspending, modifying, and closing user accounts and related privileges, with a proper approval process
- vi. The system should be able to perform regular audits and management reviews of all accounts and related privileges
- vii. Should provide Single Sign-On facility
- viii. Should support Mobility
- ix. Should have Fraud Prevention/Detection capabilities

5.4.7.2 Access Control

- i. PMS must ensure that the access rights of all stakeholders and users to information and information processing facilities shall be removed upon termination of their employment, or adjusted upon change.
- ii. The system should have single profile/user database which will act as a master source to provide role based access to the all users.
- iii. All the modules and the connector/plugin required should be provisioned and supplied as part of the solution.
- iv. The solution should also have risk based and knowledge based authentication. The solution should be able to generate additional challenge response scenario based on the change in behavior.
- v. Solution should have the capability to define access based on time of day, day of week or by group or user defined access
- vi. The solution should have the capability to delegate the role if required for a set of specified user as decided by EdCIL during the course of the project.
- vii. The solution should be able to deploy and configure password policy as approved by EdCIL.
- viii. All the user activities should be recorded in the system. The system should provide the feature to configure the logs as and when required.
- ix. The solution should have the option of blocking multiple sessions for the user.
- x. The application should support role based access control to enforce separation of duties.
- xi. The application should display the last login status (successful/unsuccessful, time) to the user.
- xii. The application shall limit more than one session per user or process ID.
- xiii. The application should not store authentication credentials on client computers after a session terminates.
- xiv. SUCCESSFUL BIDDDER shall also deploy solution to manage administrator access the components deployed such as operating system, network, database etc.
- xv. Users should not be able to browse past their user role rights. User should not be able to access an unauthorized page by entering the location into the URL.

- xvi. Users' activity should not be cached when handling sensitive information.
- xvii. The user must be made aware of and agree with the use the application will make of cookie sessions. Any information stored within the cookie must not be disseminated to third parties without the users' consent.
- xviii. PMS should be able to deploy and configure password policy as approved by EdCIL. The password policy should include the complexity requirements, password expiry, masking of password when typing, authentication for password reset etc.
- xix. PMS should lock out the user account upon defined number of failed login attempts. Account shall be locked out for defined duration before providing as option to unlock.
- xx. PMS should ensure secure session management in the application – invalidating session when user logs out, session time out, placing logout on all links that require authentication, protecting session ID, changing session ID etc.

5.4.7.3 Authentication, Authorization and Single Sign-on

There should be a provision of logging into the system through Internet. PMS should comply with all requirements of security, reliability and non-repudiation as per the government of India guidelines. There has to be provision for authentication using digital certificates as per the government of India guidelines. EdCIL will however reserve the right to procure digital certificate for the end users whenever required.

- i. Users must be provided 'single sign on' functionality for the entire PMSS and module deployed.
- ii. Once the users enter their login credentials, the user credentials from the user authentication server database must be verified and then only the access should be granted inside the PMS modules. The personal 'Dashboard' facility should be available for all the users after successful login as a first interface within the application. The type of information and content, to be displayed on the personal 'Dashboard' of Users should be dynamically controlled through the Access control module/Admin Module. However, it should be noted that for each user there should be only one session at a time should be maintained i.e. when one User logs-in to the application using his/her own credentials, then the same credentials must not be allowed to be used for logging into the application through same or different computer.
- iii. The logged in users with the adequate privileges, as granted through the 'Admin' module, should be able to access the modules in PMS. The external Users (if granted access through well-defined registration process) should be able to register grievances, track the status and resolution, as well as provide feedback/suggestions on services, facilities, etc.
- iv. The system should provide the single sign-on facility i.e. once any Users credentials are verified, he/she should be able to navigate through all the modules and functionalities of the integrated application, to which that User is authorized to access.
- v. The portal security solution must examine all traffic to all resources of PMS and all access attempts to the portal or directly to any resource managed/access by the portal, should be

intercepted by the security solution, and examined for authentication and authorization requirements defined for the resource.

- vi. Any access to end users to database should only be via application/portal authorization
- vii. The portal should also provide a dashboard to the EdCIL users and other Government officials to display a summary of course content pending approval, list of course providers, course takers and examination agencies pending for verification and authorization.
- viii. Solution should allow a user to access various functions, forms, screens, sub modules, information, etc. as per the authorization and user role permitted by the portal administrator as per available guidelines and policies.
- ix. Public user can browse the portal with rights to view public content available on the website, remaining all types of users shall enter the solution using appropriate secured authorizations.
- x. The proposed solution shall support flexible definition and modification of authentication, authorization, encryption, and data integrity assertions and requirements for each security policy
- xi. The solution should support multiple authentication methods such as Username password, two factor authentication, digital certificate and Biometric based authentication. The SUCCESSFUL BIDDDER along with EdCIL shall roll-out strong authentication for users in phased manner.
- xii. The solution should have the functionality to provide authentication based on the role.
- xiii. The application should not store authentication credentials on client computers after a session terminates.
- xiv. Portal should validate the mobile number and email address provided by each registrant by means of sending confirmation passwords via both SMS and email.
- xv. Should support authentication – SMTP AUTH, POP before SMTP, File system, Database, LDAP etc.
- xvi. Authentication should be done for all valid Users. A valid User for this application should be the one who has been set-up in the application such that he/she can access the application and perform tasks as per assigned roles and responsibilities as well we access rights within the system. Authorized Users should have to access the login screen for authentication.
- xvii. The application should have a configured directory of all authorized Users.
- xviii. User Management should be a management and authentication feature within the application that should provide administrators with the ability to identify and control the state of users that should have right to log into the “PMS” and take or provide services through it.
- xix. Through the User authentication server ‘Rights Management Services’ (RMS), there should be a form of User authentication functionality that should allow various users to access the “PMS” and work as per their defined Roles and Responsibilities. Rights

Management Services should be used for restricting access to rights-protected content/sections/modules/screens/Fields, etc. to authorized users only. Rights to all active users should be granted based on their hierarchy and level in the organization, designation, assigned roles and responsibilities, location etc. among other parameters. It is also proposed that the new rights can be created through the Rights Management UI interface as well as existing rights be managed through the same. The access to the section of the application should be strictly based on “Role Based Access Control” (RBAC) for the Administrator(s) only as defined in the ACCESS Policy. The details of any change in the module should be captured in the Audit Trail of the application. Also there should be facility to assign/modify/deactivate/delete rights globally for the desired Groups within the system.

5.4.7.4 Application Security

- i. PMSS must comply with the Application Security Plan and security guidelines of Government of India as applicable
- ii. SUCCESSFUL BIDDER will define and follow the secure coding guidelines. Secure coding guidelines shall include controls against SQL injection, command injection, input validation, cross site scripting, directory traversal, buffer overflows, resource exhaustion attacks etc.
- iii. SUCCESSFUL BIDDER should incorporate validation checks into applications to detect any corruption of information through processing errors or deliberate acts.
- iv. SUCCESSFUL BIDDER should shall validate the data output from an application to ensure that the processing of stored information is correct and appropriate to the circumstances
- v. Should implement secure error handling practices in the application
- vi. PMS should have Role based access, encryption of user credentials. Application level security should be provided through following security controls:
 - Prevent SQL Injection Vulnerabilities for attack on database
 - Prevent XSS Vulnerabilities to extract user name password (Escape All Untrusted Data in HTML Contexts and Use Positive Input Validation)
 - Secure Authentication and Session Management control functionality shall be provided through a Centralize Authentication and Session Management Controls and Protect Session IDs from XSS
 - Prevent Security Misconfiguration Vulnerabilities (Automated scanners shall be used for detecting missing patches, misconfigurations, use of default accounts, unnecessary services, etc. maintain Audits for updates
 - Prevent Insecure Cryptographic Storage Vulnerabilities (by encrypt off-site backups, ensure proper key storage and management to protect keys and passwords, using a strong algorithm)

- Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable)
- Prevent Insufficient Transport Layer Protection Vulnerabilities (enable SSL for all sensitive pages, set the secure flag on all sensitive cookies and secure backend connections)
- Prevent Invalidated Redirects and Forwards Vulnerabilities
- For effective prevention of SQL injection vulnerabilities, PMSS should have monitoring feature of database activity on the network and should have reporting and mechanism to restrict or allow the traffic based on defined policies.

5.4.7.5 Information Security Management System (ISMS) – ISO 27001:2013

It is required that the security management system should be designed, established and implemented based on ISO 27001:2013 standards. The key activities for the SUCCESSFUL BIDDDER are mentioned below:

- i. Should prepare information security policy and supporting procedures for ISO 27001:2013 certifications. The policy and procedure should be submitted prior to Go-Live of business critical services.
- ii. Should perform Risk Assessment and Risk Treatment Plan for the application and infrastructure based on the approved Risk Assessment Methodology
- iii. Should implement all the controls as identified during the Risk assessment and treatment plan as per the agreed timelines
- iv. Must ensure that the policies and procedures should be aligned with EdCIL
- v. policies (if any) and also comply with CERT – IN guidelines.
- vi. Will ensure that all the observations highlighted during the audit are tracked to closure
- vii. Should support/provide information/documents for conducting information security audit on a periodic basis through a third party/nominated agency identified by EdCIL.

5.4.7.6 Data Encryption, Object Signing & Database Roles

- i. All the interfaces between various applications and user are encrypted using appropriate protocols (such as HTTPS, IPsec etc.), algorithm and key pairs.
- ii. PMSS should support 128-bit encryption for transmission of the data over the Internet.
- iii. Object signing and encryption of attachments (documents) shall be compliant to published MeitY standards.
- iv. Proposed solution must be secured to both internal and external parties (such as through password encryption)

- v. The Network/Transport level should include Network Link Encryption (IPSEC) and encrypted HTTP session using SSL (HTTPS)
- vi. PMSS should use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data
- vii. PMSS should treat the following events as security incidents: unsuccessful log-on, intrusion detection, malfunctioning of encryption facility, etc.
- viii. Database server should support most granular column encryption to encrypt sensitive data
- ix. The system will maintain logs include at least the following:
 - Authentication and Authorization events – logging in, logging out, failed logins. These should include date/time, success/failure, and resources being authorized, the user requesting the authorization and IP address or location of the authentication attempt.
 - Logs of all administrator activity
 - Logs for deletion of any data
 - Logs of modification to data characteristics: permissions, location, field type
- x. SUCCESSFUL BIDDDER will develop a procedure for archiving the log files and ensure security of the log files
- xi. SUCCESSFUL BIDDDER will maintain separate environment for production, test and development to reduce the risks of unauthorized access or changes
- xii. PMSS should have the functionality to record all the administrator, user level activities including the failed attempts
- xiii. Should protect logging facilities and log information against tampering and unauthorized access
- xiv. SUCCESSFUL BIDDDER should make provisions for secure content management on the portal.

5.4.7.7 Privacy Policy & Notice

- i. There should be a privacy policy to be posted on the web portal. Privacy policy should be in line with the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011
- ii. Privacy policy should include at least the following:
 - Clear and easily accessible statements of its practices and policies
 - Type of personal or sensitive personal data or information collected under rule 3 of the above Information technology rules, 2011
 - Purpose of collection and usage of such information
 - Disclosure of information including sensitive personal data or information as provided in rule 6

- Reasonable security practices and procedures as provided under rule 8
- iii. There should be a provision for user consent on the privacy policy before the personal data or information is collected from the user. Consent should be in the form of opt in

Section 6. Scope of Deliverable

S. No.	Milestone	Deliverable / Task
1	Project Inception	Submission of Inception report
2	Design and Study	Submission of final documents: 1. System Requirements Study (SRS) 2. System Design Document (SDD) a. High Level Design Document b. Low Level Design Document 3. Project Plan
3	Development, Data Migration, Implementation	1. Implementation of all required system changes & customizations required 2. Completion of required UAT (UAT has to be for all the functional requirements of the System tested which shall comply with the response time mentioned in SLA) & bug fixing 3. Deployment of all changes in production system 4. User Acceptance on completion of development and verification of Date Migration 5. Prototype of Application Software (cover basic screen layouts, fields, GUI of the application minus the business logics) 6. Source Code NOTE: The proposed solution should be able to leverage HA facility at Infra Layer
4	Security Audit	Third Party Security Audit / STQC 1. Submission of Security Certificate 2. Application software with source code in two sets (in protected media) along with source code and/or license of third party API/ any other software used 3. Source Code

5	Go-Live and User Training	1. Deployment of application 2. Submission of Training Manuals, Training Plan and conduct of Trainings. 3. Systems Administration Manuals, User manuals, Installation Manuals, Operational Manuals, Maintenance Manuals (These Manuals shall be in both type of formats i.e. Document format and Animated format with voice over of the steps 4. Source Code
6	Post Warranty Period	On completion of 12 months warranty period and subject to adjustment on account of SLA Source Code Handover
7	Operation and Maintenance	Monthly reports on Bug Fixation and SLA

NOTE:

Source Code

- i. SUCCESSFUL BIDDER should make provisions to deploy the source code from day 1 in the code repository designated by EdCIL.
- ii. Version control software to be used by the bidder and the code shall be uploaded by the bidder on the regular basis i.e. every week in the repository.
- iii. EdCIL should have the complete access to the source code in the code repository.
- iv. The below mentioned activities should also be covered in the code deployment.
 - Release Management
 - All the CR's post go live.

Section 7. Time Line

1. Project Timelines

The illustrative timelines are mentioned below. The total project duration will be 135 days for activity 1 to activity 5. Bidders may also propose their timelines as a part of work plan with in this duration:

S. No.	Milestone	Timelines
1	Project Inception (PI)	T+10 days
2	Design and Requirement Study (D&S)	PI+15 days
3	Development, UAT, Data Migration, Implementation (DD&I)	D&S+60 days
4	Acceptance Test Phase (ATP)	DD&I+15 days
5	Security Audit (SA)	ATP+15 days
6	Go-Live and User Training	SA+20 days
7	Operation and Maintenance	For 18 months up to September 2020 post warranty period of 12 months
8	Hand Holding (post O&M duration)	As signed off by EdCIL through user department

‘T’ indicates the date of signing of contract.

Section 8. Standard Forms of Contract

Preface

1. This standard contract for Consulting Services has been prepared by the World Bank for use by its borrowers and their implementing agencies (referred to hereafter as Clients) when they hire a consulting firm (referred to hereinafter as the Firm) to provide services paid on lump-sum basis. In such cases, the use of this contract is mandatory for contracts financed partly or wholly by the Bank.
2. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
3. Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Firm are relatively low, and when therefore such Firm are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Firm. The Client agrees to pay the Firm according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

Contract for Firms

Lump-Sum

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Firm]* (hereinafter called the “Firm”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Client and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price in Indian Currency
 - Appendix E: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Firm shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Firm in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

General Conditions of Contract

General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Firm and assigned to the performance of the Services or any part thereof.

- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Firm subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
 - 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Firm consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Firm’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Firm may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Firm, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 3.6.

⁶ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁹ A “party” refers to a participant in the selection process or contract execution.

- | | |
|-----------------------------------|--|
| 1.9.2 Measures to be Taken | <p>(vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</p> <p>(vii) will sanction a Firm, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;</p> |
| 1.9.3 Commissions and Fees | <p>The Client will require the Firm to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p> |

Commencement, Completion, Modification and Termination of Contract

- | | |
|--|--|
| 2.1 Effectiveness of Contract | <p>This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p> |
| 2.2 Commencement of Services | <p>The Firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p> |
| 2.3 Expiration of Contract | <p>Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.</p> |
| 2.4 Modifications or Variations | <p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> |
| 2.5 Force Majeure | |

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

This work is urgent and hence the completion period as per the contract shall be adhered to strictly. However, in-case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension of time.

EdCIL at its sole discretion may extend the time period for completion of the work without any prejudice. Such extension of time and circumstances leading to the extension of time shall be communicated in writing to the bidder.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Firm, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

- (b) If the Firm becomes insolvent or bankrupt.
- (c) If the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.
- (b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Firm:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

Obligations of the Firm

3.1 General

- 3.1.1 Standard of Performance** The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** The Firm shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Firm not to Benefit from Commissions, Discounts, etc.** The payment of the Firm pursuant to Clause GC 6 shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Firm and Affiliates not to be Otherwise Interested in Project** The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Firm shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4 Insurance to be Taken Out by the Firm** The Firm (a) shall take out and maintain, and shall cause any Sub-Firm to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Firm's Actions Requiring Client's Prior Approval** The Firm shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Firm shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Firm to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, all types of source codes relating to the software along with the database, other documents and software submitted by the Firm under this Contract shall become and remain the property of the Client, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof not later than the submission/raising of the last invoice.
 - (b) The Firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Firm shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Firm Guidelines).

FIRM'S Personnel

- 4.1 Description of Personnel** The Firm shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Firm shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Obligations of the Client

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Firm such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be

made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

- 5.3 Services and Facilities** The Client shall make available free of charge to the Firm the Services and Facilities listed under Data Sheet Section 1.4.

Payments to the Firm

- 6.1 Lump-Sum Payment** The total payment due to the Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Firm and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Firm has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Firm for each day of delay at the rate stated in the SC.

Good Faith

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Settlement of Disputes

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the

assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words “in the Government’s country” are amended to read “in [insert name of country].”} <i>Note: Bank-financed contracts usually designate the law of the Government’s country as the law governing the contract. However, if parties wish to designate the law of another country, the Bank will not object. In the former case, this Clause SC1.1(a) should be deleted; in the latter case, the name of the respective country should be inserted in the blank, and the square brackets should be removed.</i>
1.3	The language is English
1.4	The addresses are: Client: _____ Attention: _____ Facsimile: _____ E-mail: _____ Firm: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____
1.7	The Authorized Representatives are: For the Client: _____ For the Firm: _____
1.8	<i>Note: While the Bank does not reimburse payments for duties and indirect taxes levied by the Government’s country, it leaves it to the Client to decide</i>

	<i>whether the Firm (i) should be exempted from any such levies, or (ii) should be reimbursed by the Client for any such levies they might have to pay (or that the Client would pay such levies on behalf of the Firm and the Personnel).</i> <i>The Firm must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the Client wishes to apply.</i> The Client warrants that the Firm, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Firm, the Sub-Consultants and the Personnel, or shall reimburse the Firm, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Firm, the Sub-Consultants and the Personnel in respect of: (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Firm or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Firm, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
	(1) the Firm, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and (2) if the Firm, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Firm, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.

{2.1}	{The Effective Date is <i>[insert date]</i>.} <i>Note: The Effective Date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan, etc. If the Contract shall come into effect on the date it is signed, this Clause SC 2.1 should be deleted from the SC.</i>
2.2	The date for the commencement of Services is <i>[insert date]</i> .
2.3	The time period shall be <i>[insert time period, e.g.: twelve months]</i> .
3.4	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Noida / India by the Firm or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988. (b) Third Party liability insurance, with a minimum coverage of INR 5 lakhs. (c) Professional liability insurance, with a minimum coverage equivalent to the total amount of lump sum fees to be paid by the EdCIL (India) Limited to the Firm. (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firm's property used in the performance of the Services, and (iii) any documents prepared by the Firm in the performance of the Services.
3.7 (b)	The Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
6.2(b)	The amount in local currency is <i>[insert amount]</i> .
6.4	Payments shall be made according to the schedule as stated in Annexure 2 in Section 9.
6.5	The interest rate is: Not Applicable

8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators</u>: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the Indian Arbitration & Conciliation Act, 1996 2. <u>Rules of Procedure</u>: Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>: If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>: The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Firm's home country or of the Government's country. For the purposes of this Clause, "home country" means any of: a. the country of incorporation of the Firm ;or b. the country in which the Firm's principal place of business is located; or c. the country of nationality of a majority of the Firm's shareholders; or d. the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. 5. <u>Miscellaneous</u>: In any arbitration proceeding hereunder: a. proceedings shall, unless otherwise agreed by the Parties, be held in Noida b. the English language shall be the official language for all purposes; and c. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN INDIAN CURRENCY

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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SECTION 9 - Annexures

Annexure 1: Instructions for E-Tendering

1. Instructions for Online Bid Submission:

E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL web site. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

2. Broad Outline of Activities from Bidder's Perspective

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System® (ETS)
- III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- IV. View Request for Proposal (RFP) document on ETS
- V. For this tender -- Assign Tender Search Code (TSC) to an MA
- VI. Clarification to Tender Documents on ETS
 - Query to EdCIL
 - View response to queries posted by EdCIL
- VII. Bid-Submission on ETS
- VIII. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part (i.e. Pre-Qualification)
- IX. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)

X. Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. **Digital Signature Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. **Registration**

To use the Electronic Tender® portal, vendors need to register on the portal by going on the link provided at EdCIL tender web page (Instructions available at EdCIL website www.EdCILindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Important Note:

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Firm, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

5. **SEARCHING FOR TENDER DOCUMENTS**

- I. There are various search options built in the ETS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the ETS

Portal.

- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the ETS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

6. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

7. SUBMISSION OF BIDS

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- IV. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- V. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password,

a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.

- VI. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VIII. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.
- IX. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8. **ASSISTANCE TO BIDDERS**

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

EdCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours)
E-mail ID	mrbehera@edcil.co.in & cc to: ets_support@tcil-india.com

9. **OFFLINE SUBMISSIONS: (AS PER TENDER REQUIREMENT)**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. **Original copy of the power-of-attorney**
2. **Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.

10. PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

11. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Firm, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -
- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

12. Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signature Certificate(s)

Note:

- I. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- II. All envelopes should be securely sealed and stamped.
- III. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

Annexure 2: Project Deliverables And Payment Terms

S. No.	Milestone	Deliverable / Task	Payments
1	Project Inception	Submission of Inception report	0
2	Design and Study	Submission of final documents: 1. System Requirements Study (SRS) 2. System Design Document (SDD) a. High Level Design Document b. Low Level Design Document 3. Project Plan	10%
3	Development, Data Migration, Implementation	1. Implementation of all required system changes & customizations required 2. Completion of required UAT (UAT has to be for all the functional requirements of the System tested which shall comply with the response time mentioned in SLA) & bug fixing 3. Deployment of all changes in production system 4. User Acceptance on completion of development and verification of Date Migration 5. Prototype of Application Software (cover basic screen layouts, fields, GUI of the application minus the business logics) 6. Source Code	40%
4	Security Audit and Go-Live	Third Party Security Audit / STQC 1. Submission of Security Certificate 2. Application software with source code in two sets (in protected media) along with source code and/ or license of third party API/ any other software used 3. Source Code 4. Deployment of application 5. Systems Administration Manuals, User manuals, Installation Manuals,	30%

		Operational Manuals, Maintenance Manuals (These Manuals shall be in both type of formats i.e. Document format and Animated format with voice over of the steps	
5	User Training	Submission of Training Manuals, Training Plan and conduct of Trainings.	Payment shall be released as per the agreement
6	Post Warranty Period	On completion of 12 months warranty period and subject to adjustment on account of SLA Source Code Handover	20%
7	Operation and Maintenance	Monthly reports on Bug Fixation and SLA	Payment shall be released quarterly subject to SLA adjustment.

Annexure 3: Resource Requirement and Eligibility

- a. **Resource Requirement:** Indicative list of resourced required for the project and O&M phase are listed below:

S. No.	Resource
(1)	(2)
Design, Development, Implementation and Training	
1	Project Manager
2	Solution Architect
3	UI Designer
4	Sr. Developer
5	Developer
6	Database Administrator
7	Training and Change Management Expert
Operation and Maintenance	
S. No	Resource
(1)	(2)
1	Project Manager
2	Developer
3	Database Administrator

Note:

- Separate CV for each category are to be submitted.
- All the CV's should have the relevant experience as per the TOR
- Resource shall be on the payrolls of bidders company/firm and have completed more than 1 year with the form
- Same resources will work on the project as proposed during the bid
- The bidder has to depute at least one Developer level resource at the client's office during warranty & maintenance period handling all the queries related to successful operation of PMSS.

- b. **Eligibility of Key Resources:** The resources shall have the minimum qualification as stated below:

- Project Manager:** MCA / BE / B. Tech / and MBA with specialization in computers or equivalent with the incumbent with relevant experience of 15+ years should be able to steer a project. Person should have strength in technology, domain, and application development and

possess leadership qualities to lead a team of atleast 20-25 professionals. Have worked on large Government/PSU projects of similar type on development and implementation (all stages of SDLC). He/She should hold a valid PMP or PRINCE2 certification.

- **Solution Architect:** MCA / BE / B. Tech with specialization in computers or equivalent with 12+ years' experience of managing large software development projects. The incumbents just have independently handled more than 05 large projects on all aspects from concept stage to implementation. Should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. Should be aware of technology tools and deployment issues. Have worked on at least 02 or more similar projects for any Central/State Government/PSU. He/She should hold a valid PMP or PRINCE2 certification
- **Sr. Developer:** Degree in Computer / IT specification / MCA / MBA with specialization in IT. At least 07 years of experience in design / development of IT system/ web based applications and relational databases. The person should be well conversant with Web Based applications for various e-Governance schemes of State / Central Governments or PSU
- **Developer:** Degree in Computer / IT specification / MCA / MBA with specialization in IT. At least 05 years of experience in design / development of IT system/ web based applications and relational databases. The person should be well conversant with Web Based applications for various e-Governance schemes of State / Central Governments or PSU
- **UI Designer:** Degree in Computer / IT i.e. B.Tech. / MCA with at least 05 years of experience in UI designing of IT application. Have experience of application UI design for government PSU projects.
- **Database Administrator:** Bachelor's degree in an IT Computer Science/ MCA. With at least 05 years of experience in handling, designing and maintaining large database. Specialized Database Administration training and qualifications for common large RDBMS e.g. Oracle, SQL is a must. Experience in database design for large organizations. Demonstrated experience in database performance tuning and SQL code tuning. Experience in setting up proactive monitoring.
- **Training and Change Management Expert:** MBA(preferably in HR) and MCA / BE / B. Tech with specialization in computers or equivalent with 05+ years' of total IT experience and at least 03 years of experience in Change Management/Capacity building/Trainings for applications or other IT platforms

Annexure 4: Service Level Agreement

This section describes the service levels to be established for the Services offered by the BIDDER to Client. The successful BIDDER has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The BIDDER should provide adequate tools required to capture the data for SLA verification with no additional cost to Client and will submit the SLA reports on the monthly basis to Client.

Definitions

- a. **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 12x6 timeframe. Further, scheduled maintenance time is planned downtime with prior permission of Client.
- b. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC, and critical client site infrastructure will be 24x7x365. The total operation time for the client site systems shall be the business hours of Client.
- c. **“System or Application downtime”** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time Client and/or its employees log a call with the BIDDER team of the failure or the failure is known to the BIDDER from the availability measurement tools to the time when the System is returned to proper operation.
- d. **“Availability”** means the time for which the services and facilities are available for conducting operations on the Client system including application and associated infrastructure. Availability is defined as:
$$\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$$
- e. **“Helpdesk Support”** shall mean the 12x6 basis support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. Helpdesk support is to be provided from 9:00 am to 9:00 pm from Monday to Saturday.
- f. **“Incident”** refers to any event / abnormalities in the functioning of the any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

Interpretation & General Instructions

- a. The business hours are 9:00 am to 9:00 pm on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by Client. The BIDDER however recognizes the fact that Client offices will require to work beyond the business hours on need basis.
- b. "Non-Business Hours" shall mean hours excluding “Business Hours”.
- c. 12x6 shall mean hours between 9.00 am – 9.00 pm on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by Client

- d. The availability for a services will be the average of availability across all components rather than on individual component. However, non-compliance with performance parameters for infrastructure and system/service degradation will be considered for downtime calculation.
- e. BIDDER shall provide automated tool to monitor and report all the SLAs mentioned.
- f. The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. The BIDDER is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause.
- g. A Service Level violation will occur if the BIDDER fails to meet Minimum Service Levels, as measured on a Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the BIDDER on quarterly basis in the Client suggested format and a review shall be conducted based on this report. A quarterly Availability and Performance Report shall be provided to the Client at the end of every month containing the summary of all incidents reported and associated BIDDER performance measurement for that period.
- h. The SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally. Payments to the BIDDER are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Section. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Client and BIDDER.

Following points outlines the key service level requirements for the system, which needs be ensured by the BIDDER during the operations and maintenance period. These requirements shall be strictly imposed and either Client or a third party audit/certification agency shall be deployed for certifying the performance of the BIDDER against the target performance metrics as outlined in the tables below.

General Terms of Service Level Conditions

- a. **Implementation SLAs:** These SLAs will be used to evaluate the timelines for completion of deliverables that are listed in the deliverable and payment schedule
- b. **Post-Implementation SLAs:** These SLAs will be used to evaluate the performance of the services on quarterly basis.
- c. Payment to the successful BIDDER will be impacted by the penalty levied for non-performance as per SLA requirements.
- d. The BIDDER will get 100% of the Invoice value if the all Required Performance metrics are complied.
- e. The BIDDER will be imposed a penalty on the payment due in that quarter/delivery milestone for every deviation of the desired levels non-compliance as defined in the SLA matrix.
- f. The aforementioned SLA parameters shall be measured per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the BIDDER and audited by Client for accuracy and reliability. The BIDDER

would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given below. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

Implementation SLAs

- a. **Parameters:** The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the RFP. This would consist of successful UAT against each of the functional requirement to respond in defined timeframe as mentioned in SLA.
- b. **Period:** These SLAs would be applicable until Client Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in the matrix
- c. **Penalty Value:** For delay of every week in completion & submission of the deliverable, the BIDDER would be charged with a penalty as follows;

Delay (Weeks)	Penalty % on the respective Payment milestone value
1	5%
2	10%
3	15%

- d. **Capping:** The upper limit of penalty would be capped at 15% of the respective Payment Milestone value. In case the successful BIDDER reaches 15% of the respective Payment Milestone value in the form of penalty at any point of time during pre-implementation phase, Client reserves the right to invoke the termination clause.
Delay of every week would also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period of 1 years. This duration would be accounted without incurring any additional charges to Client

Post-Implementation SLAs

SLA Management and Monitoring Tool as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The third party testing and audit of the system shall put sufficient emphasis on ensuring the capability of SLA Management and Monitoring Tool to capture SLA compliance correctly and as specified in this RFP. The selected BIDDER must deploy SLA Management and Monitoring tool and provide for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Management and Monitoring report at the end of every month and every quarter which is to be shared with Client. Also Client will audit the tool and the scripts on a regular basis.

Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the BIDDER on a quarterly basis, in the formats as agreed/approved by Client

It may be noted that the BIDDER has to provision for the required tools to measure the SLA parameters. Client reserves the right to appoint Third Party for the audits. Audits will normally

be done on regular basis or as required by Client and will be performed by Client or Client appointed third party agencies. BIDDER shall make provision when requisite permission is given to the Third Party Agency for carrying out the audit process on regular basis.

Violations and Associated Penalties

The framework for Penalties, as a result of not meeting the Service Level Agreements Targets is as follows:

- a. A quarterly performance evaluation will be conducted using the Quarterly reporting periods of that period
- b. The performance will be measured for each of the defined service level metric against the minimum/ target service level requirements and the violations will be calculated accordingly.
- c. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.
- d. Penalties applicable for each of the **high severity (H) violations' are one (1) % of respective Quarterly payment** to the BIDDER.
- e. Penalties applicable for each of the **medium severity (M) violations is half percentage (0.5%) of respective Quarterly payment** to the BIDDER.
- f. Penalties applicable for each of the **low severity (L) violations are Quarter percentage (0.25%) of respective Quarterly payment** to the BIDDER.
- g. Penalties applicable for not meeting a high (H) severity performance target in two consecutive Quarters on same criteria shall result in additional deduction of 3% of the respective Quarterly payment to the BIDDER. Penalty shall be applicable separately for each such high critical activity.
- h. Penalties applicable for not meeting a medium (M) severity performance target in two consecutive Quarterly periods on same criteria shall result in additional deduction of 2% of the respective Quarterly payment to the BIDDER. Penalty shall be applicable separately for each such medium critical activity.
- i. Penalties applicable for not meeting a low (L) severity performance target in two consecutive Quarterly periods on same criteria shall result in additional deduction of 1% of the respective Quarterly payment to the BIDDER. Penalty shall be applicable separately for each such low critical activity.
- j. It is to be noted that if the overall penalty applicable for any of the review period during the contract exceeds 25% of the quarterly payment or if the overall penalty applicable for any of the successive Quarterly periods during the contract is above 15%; then Client shall have the right to encase the Performance Bank Guarantee or terminate the contract or both.

Service Availability

Service Level Description	Severity of violation	Measurement	
Composite Service Availability should be minimum 99.5%	High	Availability over the Quarter	No. of Violations to be counted for calculation of penalty
		< 99.5% & >= 99.3%	3
		< 99.4% & >= 99%	2
		< 99%	1 for every percentage drop or part thereof below 99%
		Composite Service Availability means availability and performance of infrastructure and application services for proposed Solution.	

Application Performance

- The BIDDER is expected to submit a quarterly report on the availability to Client.
- Client Site Infrastructure Systems.

Production Environment Compliance

BIDDER shall ensure that no Non-production activity (issue resolution, bug fixing, UAT, Testing, patch update) is carried out on Production (Live) server. All such activities shall be carried out on a separate Test/ Non-production server by the BIDDER. In case of non-compliance, Client reserves the right to impose penalty, 5% of the subsequent payment, during the period of operation and may also invoke the Termination Clause.

Application Performance

The below tables gives details on the Service Levels the BIDDER should maintain.

Sr. No.	Service Level Description	Severity of Violation	Measurement
1	Average Application Response Time	Medium	Average Application Response Time during peak usage hours as measured at any of Client's location shall not exceed 3 seconds.

Sr. No.	Service Level Description	Severity of Violation	Measurement								
			The list of critical business functions and peak usage hours will be identified by Client during the Detail Design phase. This service level will be measured on a quarterly basis. <table><tr><th>Average Application Response Time over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 3 sec & <= 5 sec</td><td>5</td></tr><tr><td>> 5 sec & <= 8 sec</td><td>4</td></tr><tr><td>> 8 sec</td><td>2 for every second increase or part thereof exceeding 8 seconds</td></tr></table> In addition to the above, if the average application response time in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	Average Application Response Time over the Quarter	No. of violations to be counted for calculation of penalty	> 3 sec & <= 5 sec	5	> 5 sec & <= 8 sec	4	> 8 sec	2 for every second increase or part thereof exceeding 8 seconds
Average Application Response Time over the Quarter	No. of violations to be counted for calculation of penalty										
> 3 sec & <= 5 sec	5										
> 5 sec & <= 8 sec	4										
> 8 sec	2 for every second increase or part thereof exceeding 8 seconds										
2	Maximum Time for Application Home Page opening	Low	Maximum Time for application Home Page opening during peak usage as measured at any of Client’s location shall not exceed 2 seconds. This service level will be measured on a quarterly basis. <table><tr><th>Maximum Time for Home Page opening over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 2 sec & <= 4 sec</td><td>4</td></tr><tr><td>> 4 sec & <= 6 sec</td><td>3</td></tr><tr><td>> 6 sec</td><td>2 for every second increase or part thereof exceeding 6 seconds</td></tr></table> In addition to the above, if the Maximum Time for Home Page opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	Maximum Time for Home Page opening over the Quarter	No. of violations to be counted for calculation of penalty	> 2 sec & <= 4 sec	4	> 4 sec & <= 6 sec	3	> 6 sec	2 for every second increase or part thereof exceeding 6 seconds
Maximum Time for Home Page opening over the Quarter	No. of violations to be counted for calculation of penalty										
> 2 sec & <= 4 sec	4										
> 4 sec & <= 6 sec	3										
> 6 sec	2 for every second increase or part thereof exceeding 6 seconds										

Sr. No.	Service Level Description	Severity of Violation	Measurement								
3	Page after User Login	Low	Page after User Login opening during peak usage as measured at any of Client’s location shall not exceed 2 seconds. This service level will be measured on a quarterly basis. <table><tr><th>Menu Page after User Login opening over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 2 sec & <= 4 sec</td><td>4</td></tr><tr><td>> 4 sec & <= 6 sec</td><td>3</td></tr><tr><td>> 6 sec</td><td>2 for every second increase or part thereof exceeding 6 seconds</td></tr></table> In addition to the above, if the Menu Page after User Login opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	Menu Page after User Login opening over the Quarter	No. of violations to be counted for calculation of penalty	> 2 sec & <= 4 sec	4	> 4 sec & <= 6 sec	3	> 6 sec	2 for every second increase or part thereof exceeding 6 seconds
Menu Page after User Login opening over the Quarter	No. of violations to be counted for calculation of penalty										
> 2 sec & <= 4 sec	4										
> 4 sec & <= 6 sec	3										
> 6 sec	2 for every second increase or part thereof exceeding 6 seconds										
4	Menu Navigation – To display the menu as per the defined user role and profile	Low	Menu Navigation – To display the menu as per the defined user role and profile opening during peak usage as measured at any of Client’s location shall not exceed 2 seconds. This service level will be measured on a quarterly basis. <table><tr><th>Menu Navigation – To display the menu as per the defined user role and profile over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 2 sec & <= 4 sec</td><td>4</td></tr><tr><td>> 4 sec & <= 6 sec</td><td>3</td></tr><tr><td>> 6 sec</td><td>2 for every second increase or part thereof exceeding 6 seconds</td></tr></table> In addition to the above, if the Menu Navigation – To display the menu as per the defined user role and profile opening in any month in the Quarter goes beyond 6s, one	Menu Navigation – To display the menu as per the defined user role and profile over the Quarter	No. of violations to be counted for calculation of penalty	> 2 sec & <= 4 sec	4	> 4 sec & <= 6 sec	3	> 6 sec	2 for every second increase or part thereof exceeding 6 seconds
Menu Navigation – To display the menu as per the defined user role and profile over the Quarter	No. of violations to be counted for calculation of penalty										
> 2 sec & <= 4 sec	4										
> 4 sec & <= 6 sec	3										
> 6 sec	2 for every second increase or part thereof exceeding 6 seconds										

Sr. No.	Service Level Description	Severity of Violation	Measurement								
			(1) additional violation will be added for each such month to the overall violations for this service level in the quarter.								
5	Screen Opening – To display the selected data entry screen from the menu chosen	Low	Screen Opening – To display the selected data entry screen from the menu chosen during peak usage as measured at any of Client’s location shall not exceed 2 seconds. This service level will be measured on a quarterly basis. <table><tr><th>Screen Opening – To display the selected data entry screen from the menu chosen over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 2 sec & <= 4 sec</td><td>4</td></tr><tr><td>> 4 sec & <= 6 sec</td><td>3</td></tr><tr><td>> 6 sec</td><td>2 for every second increase or part thereof exceeding 6 seconds</td></tr></table> In addition to the above, Screen Opening – To display the selected data entry screen from the menu chosen opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	Screen Opening – To display the selected data entry screen from the menu chosen over the Quarter	No. of violations to be counted for calculation of penalty	> 2 sec & <= 4 sec	4	> 4 sec & <= 6 sec	3	> 6 sec	2 for every second increase or part thereof exceeding 6 seconds
Screen Opening – To display the selected data entry screen from the menu chosen over the Quarter	No. of violations to be counted for calculation of penalty										
> 2 sec & <= 4 sec	4										
> 4 sec & <= 6 sec	3										
> 6 sec	2 for every second increase or part thereof exceeding 6 seconds										
6	Response time to commit a transaction - Simple Complexity - Medium Complexity - High Complexity (Complexity of the transaction to depend on the complexity of the business	High	Response time to commit a transaction during peak usage as measured at any of Client’s location shall not exceed 4 seconds for Simple transactions, 7 seconds for Medium complexity transactions and 10 seconds for High Complexity transactions. This service level will be measured on a quarterly basis. Penalty for Simple transaction SLA violation <table><tr><th>Response time to commit a Simple transaction over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 4 sec & <= 6 sec</td><td>4</td></tr><tr><td>> 6 sec & <= 8 sec</td><td>3</td></tr></table>	Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty	> 4 sec & <= 6 sec	4	> 6 sec & <= 8 sec	3		
Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty										
> 4 sec & <= 6 sec	4										
> 6 sec & <= 8 sec	3										

Sr. No.	Service Level Description	Severity of Violation	Measurement															
	logic and stored procedures committed at the database level)		> 8 sec	2 for every second increase or part thereof exceeding 8 seconds														
			In addition to the above, Response time to commit a Simple transaction in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter. Penalty for Medium Complexity transaction SLA violation <table><tr><th>Response time to commit a Medium Complexity transaction over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 7 sec & <= 9 sec</td><td>4</td></tr><tr><td>> 9 sec & <= 11 sec</td><td>3</td></tr><tr><td>> 11 sec</td><td>2 for every second increase or part thereof exceeding 11 seconds</td></tr></table> In addition to the above, Response time to commit a Medium Complexity transaction in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter. Penalty for High Complexity transaction SLA violation <table><tr><th>Response time to commit a High Complexity transaction over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 10 sec & <= 12 sec</td><td>5</td></tr><tr><td>> 12 sec & <= 14 sec</td><td>4</td></tr></table>		Response time to commit a Medium Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty	> 7 sec & <= 9 sec	4	> 9 sec & <= 11 sec	3	> 11 sec	2 for every second increase or part thereof exceeding 11 seconds	Response time to commit a High Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty	> 10 sec & <= 12 sec	5	> 12 sec & <= 14 sec	4
Response time to commit a Medium Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty																	
> 7 sec & <= 9 sec	4																	
> 9 sec & <= 11 sec	3																	
> 11 sec	2 for every second increase or part thereof exceeding 11 seconds																	
Response time to commit a High Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty																	
> 10 sec & <= 12 sec	5																	
> 12 sec & <= 14 sec	4																	

Sr. No.	Service Level Description	Severity of Violation	Measurement												
			> 14 sec	3 for every second increase or part thereof exceeding 14 seconds											
			In addition to the above, Response time to commit a High Complexity transaction in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.												
7	Response time for Screen with Query Retrieval - Simple Query - Medium Complexity Query - High Complexity Query (Complexity of the query will depend on the business logic, size of tables in databases being searched, indexing of database and the way procedures are written to retrieve information)	High	Response time for Screen with Query Retrieval during peak usage as measured at any of Client’s location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query. This service level will be measured on a quarterly basis. Penalty for Simple Query SLA violation <table><tr><th>Response time for Screen with Query Retrieval for a Simple Query over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 4 sec & <= 6 sec</td><td>4</td></tr><tr><td>> 6 sec & <= 8 sec</td><td>3</td></tr><tr><td>> 8 sec</td><td>2 for every second increase or part thereof exceeding 8 seconds</td></tr></table> In addition to the above, Response time for Screen with Query Retrieval for Simple Query in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter. Penalty for Medium Complexity Query SLA violation <table><tr><th>Response time for Screen with Query Retrieval for a Medium level</th><th>No. of violations to be counted for calculation of penalty</th></tr></table>			Response time for Screen with Query Retrieval for a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty	> 4 sec & <= 6 sec	4	> 6 sec & <= 8 sec	3	> 8 sec	2 for every second increase or part thereof exceeding 8 seconds	Response time for Screen with Query Retrieval for a Medium level	No. of violations to be counted for calculation of penalty
Response time for Screen with Query Retrieval for a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty														
> 4 sec & <= 6 sec	4														
> 6 sec & <= 8 sec	3														
> 8 sec	2 for every second increase or part thereof exceeding 8 seconds														
Response time for Screen with Query Retrieval for a Medium level	No. of violations to be counted for calculation of penalty														

Sr. No.	Service Level Description	Severity of Violation	Measurement	
			transaction over the Quarter	
			> 7 sec & <= 9 sec	4
			> 9 sec & <= 11 sec	3
			> 11 sec	2 for every second increase or part thereof exceeding 11 seconds
			In addition to the above, Response time for Screen with Query Retrieval for Medium Complexity Query in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	
Penalty for High Complexity Query SLA violation				
			Response time for Screen with Query Retrieval for a Complex transaction over the Quarter	No. of violations to be counted for calculation of penalty
			> 10 sec & <= 12 sec	5
			> 12 sec & <= 14 sec	4
			> 14 sec	3 for every second increase or part thereof exceeding 14 seconds
			In addition to the above, Response time for Screen with Query Retrieval for High Complexity Query in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	
8	Reports Generation Response Time Simple Query	Medium	Reports Generation Response Time during peak usage as measured at any of Client’s location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query. This service level will be measured on a quarterly basis.	

Sr. No.	Service Level Description	Severity of Violation	Measurement																		
	- Medium Complexity Query - High Complexity Query (Time of the report generation will depend on the complexity of the query, no. of parameters fetched, and level of customization required to generate the report)		Penalty for Simple Query SLA violation <table><tr><th>Report Generation Response time from a Simple Query over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 4 sec & <= 6 sec</td><td>4</td></tr><tr><td>> 6 sec & <= 8 sec</td><td>3</td></tr><tr><td>> 8 sec</td><td>2 for every second increase or part thereof exceeding 8 seconds</td></tr></table> In addition to the above, Response time to generate a report from a Simple Query in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter. Penalty for Medium Complexity Query SLA violation <table><tr><th>Report Generation Response time from a Medium Complexity Query over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 7 sec & <= 9 sec</td><td>4</td></tr><tr><td>> 9 sec & <= 11 sec</td><td>3</td></tr><tr><td>> 11 sec</td><td>2 for every second increase or part thereof exceeding 11 seconds</td></tr></table> In addition to the above, Response time to generate a report from a Medium Complexity Query in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter. Penalty for High Complexity Query SLA violation <table><tr><th>Report Generation Response time from a</th><th>No. of violations to be counted for</th></tr></table>	Report Generation Response time from a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty	> 4 sec & <= 6 sec	4	> 6 sec & <= 8 sec	3	> 8 sec	2 for every second increase or part thereof exceeding 8 seconds	Report Generation Response time from a Medium Complexity Query over the Quarter	No. of violations to be counted for calculation of penalty	> 7 sec & <= 9 sec	4	> 9 sec & <= 11 sec	3	> 11 sec	2 for every second increase or part thereof exceeding 11 seconds	Report Generation Response time from a	No. of violations to be counted for
Report Generation Response time from a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty																				
> 4 sec & <= 6 sec	4																				
> 6 sec & <= 8 sec	3																				
> 8 sec	2 for every second increase or part thereof exceeding 8 seconds																				
Report Generation Response time from a Medium Complexity Query over the Quarter	No. of violations to be counted for calculation of penalty																				
> 7 sec & <= 9 sec	4																				
> 9 sec & <= 11 sec	3																				
> 11 sec	2 for every second increase or part thereof exceeding 11 seconds																				
Report Generation Response time from a	No. of violations to be counted for																				

Sr. No.	Service Level Description	Severity of Violation	Measurement	
			High Complexity Query over the Quarter	calculation of penalty
			> 10 sec & <= 12 sec	5
			> 12 sec & <= 14 sec	4
			> 14 sec	3 for every second increase or part thereof exceeding 14 seconds
			In addition to the above, Response time to generate a report from a High Complexity Query in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	
9	Maximum time for submission of forms/ data	High	Maximum time for submission of forms/ data during peak usage as measured at any of Client's location shall not exceed 4 seconds. This service level will be measured on a quarterly basis. Penalty for maximum time for submission of forms SLA violation	
			Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty
			> 4 sec & <= 6 sec	4
			> 6 sec & <= 8 sec	3
			> 8 sec	2 for every second increase or part thereof exceeding 8 seconds
			In addition to the above, Maximum time for submission of forms/ data in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such	

Sr. No.	Service Level Description	Severity of Violation	Measurement
			month to the overall violations for this service level in the quarter.

Handholding Support: Application Support

1. Level 1 Defects: The failure to fix has an immediate impact on the Client's ability to service its user units, inability to perform critical Client office functions or a direct impact on the organization.
2. Level 2 Defects: The failure to fix has an impact on the Client's ability to service its user units/ that while not immediate, can cause service to degrade if not resolved within reasonable time frames.
3. Level 3 Defects: The failure to fix has no direct impact on the Client's ability to serve its user units, or perform critical Client's office functions.
4. The severity of the individual defects will be mutually determined by the Client and BIDDER.
5. This service level will be monitored on a monthly basis.
6. The below tables gives details on the Service Levels the BIDDER should maintain.

Service Level Description	Severity of Violation	Measurement								
Application Support Performance	High	95% of the Level 1 defects shall be resolved within 4 business hours from the time of reporting full details. This service level will be monitored on a monthly basis.								
		<table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 95% & >= 90%</td><td>3</td></tr><tr><td>< 90% & >= 85%</td><td>2</td></tr><tr><td>< 85%</td><td>1</td></tr></table>	Performance over the Quarter	Violations for calculation of penalty	< 95% & >= 90%	3	< 90% & >= 85%	2	< 85%	1
		Performance over the Quarter	Violations for calculation of penalty							
		< 95% & >= 90%	3							
		< 90% & >= 85%	2							
		< 85%	1							
In addition to the above, if the service level in any month in the Quarter falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service level.										
Application Support Performance	High	95% of the Level 2 defects shall be resolved within 72 hours from the time of reporting full details.								
		This service level will be monitored on a monthly basis.								
		<table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 95% & >= 90%</td><td>3</td></tr><tr><td>< 90% & >= 85%</td><td>2</td></tr><tr><td>< 85%</td><td>1</td></tr></table>	Performance over the Quarter	Violations for calculation of penalty	< 95% & >= 90%	3	< 90% & >= 85%	2	< 85%	1
		Performance over the Quarter	Violations for calculation of penalty							
		< 95% & >= 90%	3							
		< 90% & >= 85%	2							
< 85%	1									

Service Level Description	Severity of Violation	Measurement								
		In addition to the above, if the service level in any month in the Quarter falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service level.								
Application Support Performance	High	100% of the Level 3 defects shall be resolved within 120 hours from the time of reporting full details. This service level will be monitored on a monthly basis. <table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 100% & >= 90%</td><td>3</td></tr><tr><td>< 90% & >= 80%</td><td>2</td></tr><tr><td>< 80%</td><td>1</td></tr></table> In addition to the above, if the service level in any month in the Quarter falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.	Performance over the Quarter	Violations for calculation of penalty	< 100% & >= 90%	3	< 90% & >= 80%	2	< 80%	1
Performance over the Quarter	Violations for calculation of penalty									
< 100% & >= 90%	3									
< 90% & >= 80%	2									
< 80%	1									

Penalties shall not be levied on the successful BIDDER in the following cases

- The noncompliance to the SLA has been solely due to reasons beyond the control of the BIDDER.
- There is a Force Majeure event affecting the SLA, which is beyond the control of the BIDDER.
- If the outage has been planned / approved by Client

Annexure 5: Bank Guarantee Format

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

In consideration of the Chairman and Managing Director 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 Firm” for the work.....

..... (here in after called “the said agreement”) having agreed for submission of an irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee from the Firm 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 Firm of any of the terms of conditions contained in the said agreement or by reason of the Firm 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 Firm 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 Firm 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 Firm and accordingly discharges this guarantee.

5 (a) Notwithstanding 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) whichever 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 firm 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 firm for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said firm for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Firm.

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 up to (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 INR..... (INR.....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: the- day of For

(indicate the name of bank)

Witness

Signature of Banks Authorized official
(Name)

Designation with Code No. -----
Full Address-----

1

2.

Annexure 6: 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 2017, between, on one hand, acting through Shri/Smt.____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part And

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

WHEREAS the EdCIL proposes to procure services towards **Selection of Software Development Firm for Design, Development, Implementation, Training and Maintenance of Web based Project Management System** and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2017 dated.....2017.

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 tender documents No. dated2017 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

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

process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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.

2. 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:

- 2.1 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.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 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 firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.

- 2.6 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 2.13 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.

3. Previous Transgression

- 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.
- 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.

4. Sanctions For Violations

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

- 4.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 5.1(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.
- 4.3 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.

5. Independent Monitors

- 5.1. An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 5.2. 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.
- 5.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 5.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings
- 5.5. 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
- 5.6. 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.
- 5.7. 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.
- 5.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6. 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.

7. Law And Place Of Jurisdiction

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

8. 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.

9. Validity

- 9.1. The validity of this Integrity Pact shall be governed by the terms of the Tender **No. dated... October 2017** 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.
- 9.2. 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.

The parties hereby sign this Integrity Pact at _____ on _____

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
Chief Executive Officer

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure 7: Format for Change Control Notice

Change Control Note:	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by EdCIL (NPIU)	Date
Name	
Signature:	
Received by the Software Development Firm	Date
Name	
Signature:	

Change Control Note	CCN Number:
Part B : Evaluation	
Identify any attachment as B1, B2 and B3) Changes to services, charging structure, payment profile, Documentation training, services levels and component working arrangements and contractual issues.	
Brief description of solutions:	
Impact:	
Deliverables :	
Time Table :	

Charges for implementation : (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Software Development Firm	Date
Name	
Signature :	

Change Control Note	CCN Number
Part C : Authority to proceed	
Implementation of CCN as submitted in part A, in accordance in part B	
Approved	

Rejected	
Requires further information (as follows, or as attachment 1 etc.))	
For EdCIL (NPIU)	For the Software Development Firm
Signature	Signature
Name	Name
Title	Title
Date	Date