

**Request for Proposal For**  
**Selection of system integrator for Development of**  
**mobile application for “Study in India” program**

**NIT No. EdCIL/SII/Mobile-App Development**

**November, 2021**

**(Open e-Tendering Mode)**



**EdCIL (India) Limited**

**(A Mini Ratna Category – I CPSE Company)**

**(A Government of India Enterprise)**

**(An ISO 9001-2015 & 14001-2015 Certified Company)**

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**EdCIL (India) Limited**  
**(A Mini Ratna Category – I CPSE Company) (A**  
**Government of India Enterprise)**  
**(An ISO 9001-2015 & 14001-2015 Certified Company)**

**Name of the work:** Request for proposal for selection of system integrator for development of mobile application for “Study in India” program

**Tender Ref. No. EdCIL/SII/Mobile-App Development**

**Dated: 01-11-2021**

Place for opening of the bid	Convention Hall EdCIL House, 18-A, Sector-16-A EdCIL (India) Limited [A Government of India Enterprise] NOIDA - 201301 (Uttar Pradesh), India
Date of Availability of Tender Document	01-11-2021
Pre-Bid queries (through e-mails only)	10-11-2021 (till 11:00 AM)
Last Date & Time of Submission of Bid	30-11-2021 till 11:59 PM
Date & Time of Opening of Technical Bid	01-12-2021 at 11:00 AM
Date & Time of presentation	To be intimated later
Earnest Money Deposit (EMD)	INR 6,00,000/-
Completion Period	18 Months (6 months – Development phase, 12 months – Maintenance)

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## CHAPTER – 1

### ABBREVIATIONS AND DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document
Bidder	"Bidder" means any company responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MOE	Ministry of Education
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Consultant	" <b>Consultant</b> " means a legally established professional consulting service provider or an entity that may provide or provides the Services to EdCIL under the Contract.
Proposal	" <b>Proposal</b> " means the Technical Proposal and the Financial Proposal of the bidder
RFP	" <b>RFP</b> " means the Request for Proposals to be prepared by the Client for empanelment of agencies for entering into rate contract for consulting services.
SII	Study in India

## CHAPTER – 2 NOTICE INVITING TENDER

No.: NIT No. EdCIL/SII/ Mobile-App Development

Date: 01-11-2021

**Name of the work:** Request for Proposal for Selection of system integrator for development of mobile application for “Study in India” program

Study in India is a flagship project of the Govt. of India under the aegis of the Ministry of Education (MOE) in collaboration with Ministry of External Affairs and the project was launched by the Govt. of India on 18<sup>th</sup> of April, 2018 at the India Habitat Centre by Hon. EAM, Mrs. Sushma Swaraj, in the presence of MoS, HE, MOE, Dr. Satyapal Singh. Under the umbrella of Study in India, educational institutes covering public, private and deemed universities backed by admission website with extensive branding campaign offer an array of courses ranging from engineering and technology, management, photonics to sciences, commerce & humanities.

The compelling factors for launching the Study in India program are as under:

- a. Value for Money – India provides higher education at a much competitive cost as compared to other countries in the world.
- b. The country has strong advantage of higher education delivered in English.
- c. 200 out of 500 fortune companies hire from Indian campuses.
- d. The Higher Education sector has grown significantly, and India has grown to become the 3<sup>rd</sup> largest network of higher education in the world.
- e. India wants to be a soft power and enhance the level of diversity in higher education campuses.

EdCIL (India) Limited invites filled-in responses to this RFP from reputed and experienced firms for providing Services for the above work.

Interested agencies are advised to study the tender document carefully. Submission of tender shall be deemed to be complete in all aspects after careful study and examination of this tender document with full understanding of its implications.

Website <http://www.edcilindia.co.in/Etenders> may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments/Corrigendum/Addendum, if any would be hosted on the website only.

### Schedule for invitation to open e-Tender (OT)

1	Name of the issuing official	Shri. Sandeep Goel CGM (SII) EdCIL (India) Limited
2	Submission of RFP Document	EdCIL (India) limited EdCIL House, Plot – 18 A, Sector 16- A, Noida – 201301, UP (INDIA)
	Date of Availability of Tender Document	01-11-2021
3	Pre-Bid queries (through e-mails only)	10-11-2021 till 11:00 AM
4	Last date and time for submission of RFP Documents	30-11-2021 till 11:59 PM
5	Date and time of opening of Technical Bid	01-12-2021 at 11:00 AM
6	Date and time of presentation	Will be intimated later
6	Date and Time of opening of Financial Bid	Will be intimated on website
7	Place of opening of Bid Document	Convention Hall EDCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida- 201301, U.P. (INDIA)
9	Earnest Money Deposit (EMD)	INR 6 Lakhs
10	Completion Period	18 Months (6 months – Development phase, 12 months - Maintenance)
11	Cost of the Bid Document	NIL

## CHAPTER – 3

### INTRODUCTION

#### 1. About EdCIL

EdCIL (India) Limited, a **Mini Ratna Category – I CPSE** (Central Public Sector Enterprise) Company, registered at Vijaya Building, 5th floor, 17-Barakhamba Road, New Delhi - 110001(India), was incorporated in 1981, under the Ministry of Education. It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) under Ministry of Education to serve the education sector.

1. The company over the three decades of existence has executed many projects and consultancies across the entire value chain of Education and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centers of Excellence (IITs, IIMs, IIITs, IISERs etc.).
2. The company offers the following technology led solutions in the Education & Training space.
  - a. **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.
  - b. **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.
  - c. **Skill Development & Human Resource Training including Teachers Training;**
  - d. **Marketing of Indian Education product overseas;**
  - e. **Placement of Indian Teachers overseas;**
  - f. **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;

### **g. Advisory Services**

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

- 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
- Organization Restructuring (sectorial/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Training Designing
- Impact assessment of two to three key schemes across different states
- Designing of new education schemes
- Policy recommendations to states
- Education content Design

- h.** The company has expertise and large network of alliance partners and has tied up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects. The successful clients include:

#### **National**

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

#### **Overseas**

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

- 3.** EdCIL has executed several projects in above mentioned areas funded by World Bank, African Development Bank and other International Organizations.

EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Education like “Sarv Siksha Abhiyan (SSA)”, “Mid-Day Meal Scheme (MDM)”, “National Mission on Education through Information & Communication Technology (NMEICT)”, “Rashtriya Madhyamik Shiksha Abhiyan (RMSA)”, “National Literacy Mission Authority (NLMA)”, “Higher Education Statistics and Public Information System (HESPIS)”, “Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMMNTT)” etc.

## **ABOUT STUDY IN INDIA**

### **1.1 Background**

Over 4.3 mn students pursue higher education outside their home country (UNESCO Institute of Statistics 2014). India and China are the largest source countries in the world, and traditional destinations such as the US, the UK and Australia continue to attract the highest number of internationally mobile students.

The total number of students pursuing studies abroad at a global scale has grown from 2.7 mn in 2004 to 4.3 mn in 2014, representing ~1.8 percent of all tertiary enrolments globally. Since 2004, the education export sector has been growing at 5 percent per annum. However, India is yet to harness the full potential of its wide education network. India is ranked 3rd in terms of Higher Educational network with ~38000 Colleges and ~800 universities.

Currently (as per the UNESCO Institute of Statistics), ~45,000 (\*11,250 per year) international students (accounting for ~1% of global international student mobility) are studying in Indian higher educational institutions making India the 26th ranked country among the top destinations for International student mobility globally.

### **1.2 Introduction to this project**

India aspires to grow 3.5 to 5.5 times so as to attract 1.5 to 2.5 lakhs international students by 2022, thus beating the rate of growth of popular education destinations across the globe and rise to ~15th position in the world in attracting international students. This will double India's market share of global education exports from less than 1 percent to 5 percent in five years.

EDCIL has been mandated by MOE to manage Study in India program which includes:

- To Design and implement mobile application for "Study in India" Project.
- Identification of top institutions/universities basis ability to provide quality education and attractiveness for foreign students
- Identification of target markets
- Understanding their education system and stakeholders involved in decision making
- Support to international students in form of real time admission assistance in application filling, student on boarding as well as assistance during their stay in India.
- Generating leads of potential candidates and driving effective branding and marketing campaigns.

### 1.3 Offerings

- Robust centralized admission and information portal for International students planning to Study in India.
- Access to India's top 100 premium institutes (NIRF Top 100 or NAAC $\geq$ 3.26) offering attractive fee waivers.
- International Call Centre (Inbound & Outbound) that helps and guides students regarding the entire admission and on boarding process.
- Social Media campaigns across Study in India's 45 target countries. The list of 45 target countries is as below:

Region	Country	Region	Country	Region	Country
SAARC	Afghanistan	Middle East	Iran	Africa	Mali
	Bangladesh		Iraq		Namibia
	Bhutan		Jordan		Zambia
	Nepal		Kuwait		Cameroon
	Sri Lanka		Yemen		Senegal
South East Asia	Indonesia		UAE		Algeria
	Thailand		Saudi Arabia		Mauritius
	Malaysia		Oman		Zimbabwe
	Myanmar		Syria		Mozambique
	Vietnam		Nigeria		Ghana
	Philippines	Rwanda	Kenya		
	Cambodia	Sudan	Eswatini		
	Laos	Tanzania			
East Asia	China	Africa	Egypt		
Central Asia	Kazakhstan		Uganda		
	Tajikistan		Ethiopia		
	Turkmenistan		Morocco		
	Mongolia		Tunisia		

- Brand promotion
- Facilitation Centre
- Event Management including seminar, workshops, roadshows across all target markets
- De bottlenecking Visa rules and Mutual recognition
- International Infrastructure and process standardization
- Channel Strategy

Study in India

**CHAPTER- 4**  
**Eligibility Conditions**

Sl. No.	Conditions	Documents to be submitted
1	<p>The Bidder should be a company incorporated in India for a minimum period of 5 years as on 1<sup>st</sup> April 2021 under the relevant Companies Act, 1956/LLP registered under LLP Act 2008 or 2013 and subsequent amendments thereto</p> <p>The Bidder should be registered with the GST Authorities in India with active status.</p>	<ol style="list-style-type: none"> <li>1. Self attested copy of certificate of incorporation</li> <li>2. Self attested copy of GST certificate</li> </ol>
2	<p>The Bidder should have minimum average annual turnover of INR 30 Crores during last 3 financial years i.e. 2018-19, 2019-20 and 2020-21</p>	<ol style="list-style-type: none"> <li>1. Certificate by Chartered Accountant</li> <li>2. Audited Balance Sheets</li> </ol>
3	<p>The Bidder shall have a positive net worth for the 3 financial years (i.e. 2018-19, 2019-20 and 2020-21)</p>	<p>Statutory auditor's/ CA's certificate mentioning registered positive net worth along with copy of audited balance sheets and profit and loss accounts.</p>
4	<p>The Bidder must have experience of developing at least one mobile application on major mobile platforms (Android/IOS) in last 3 years as on 01st April 2021.</p>	<ol style="list-style-type: none"> <li>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</li> <li>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</li> <li>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</li> </ol>

Sl. No.	Conditions	Documents to be submitted
5	The Bidder must have experience of providing IT services in the education sector for a minimum period of 5 years as on 01st April 2021.	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
6	The Bidder must have experience of developing at least one Mobile app on major platforms (Android/IOS) for the public sector units (PSUs) / government departments in India, in the last 3 years as on 1st April 2021.	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
7	The Bidder should have an office in Delhi / NCR.	Self-Attested relevant document to be submitted along with the bid
8	The Bidder shall not have been blacklisted or debarred from tendering by Govt. of India and/or any State Government and/or any Central/State PSU at the time of bid submission date.	Affidavit for not being blacklisted, signed by the authorized signatory of the Bidder as per Appendix 1: Form 3
9	The Bidder should be CMMI DEV 3 certified.	Self-attested certificate from authorized signatory to be submitted along with the bid.

## **CHAPTER – 5 SCOPE OF WORK**

### **A. Preamble**

The various stakeholders of the Study in India (SII) program namely the students, the partner institutes, the channel partners and SII admin team, are currently catered through the SII web portal [<https://www.studyinindia.gov.in>]. The web portal provides for dashboards for stakeholders to carry out functionalities such as registration, courses selection, display of KPIs for counselling/on-boarding of students, among other features.

The system integrator is required to develop the mobile application only. Development of web application is currently not part of the scope. Any major development not mentioned in the scope of work shall be considered as additional requirements and shall be necessarily fulfilled through a change control note (CCN) mechanism.

The ownership of the source code and the resources and assets of the SII mobile application shall be with EdCIL only.

### **B. Functional Requirement for mobile application**

- a. The System Integrator shall prepare a Functional Requirements Specification (FRS) document, basis the discussion with concerned department / stakeholders of EDCIL.
- b. The goal of preparing the FRS document should be to develop leaner, more comfortable digitized registration process, choice filling module, and other application modules to be integrated during period of contract. The System Integrator shall also identify the software requirements and functionalities for the mobile application, integration of application & submit a System requirement Specification (SRS) document and Solution Architecture. It is the responsibility of the System Integrator to demonstrate the leading practices available in the proposed solution.
- c. The Content Management System (CMS) of the mobile application shall be governed through “Dynamic Data Flow” so as to update the contents at “Each Metadata Window” concurrently in real time environment to the “Central Data Base & it’s library” through authorized user/administrator mode either remotely or localized system. Content Management Software for dynamic information data management shall have feature of Content Contributor/Creator, Moderator and Approver System.

The Content Management should be able to create and update the views daily/weekly or on frequent basis with appropriate flow required for authenticate content on application. Content Management Software should enable EdCIL admin users to effectively manage mobile application content throughout its lifecycle and across applications. It should offer complete feature sets for content contribution

and delivery, application development and enterprise application management. Authorized EdCIL admin users shall be responsible for directly uploading, updating, editing and deleting content themselves following laid down workflow process.

- d. System Integrator shall prepare detailed System Requirement Specifications (SRS) detailing processes for all modules/components based on functional and Quality-of-Service requirements mentioned in this tender and also any additional requirement as may be identified in consultation with EdCIL during the requirement study phase. The SRS approved by EdCIL shall form the baseline of Data Flow Diagram (DFD) for all subsequent phases of the mobile application development, and from an application requirements perspective (e.g. for testing, identifying “change” to requirements etc.). Detailed collaboration and class diagrams shall also be prepared.

The indicative list of FRs is given below:

Mobile Framework	Requirement Description
	App should be able to adopt itself to increased usage or able to handle more data as time progress.
	There should be a common plane where the user can access the application to install and look for regular updates along with providing feedback
	App should use hybrid app toolkit
	App must declare in the Play Console and comply to children's online privacy protection rules of the target market.
	User-generated content should follow user policies, to avoid objectionable content.
	Apps should not allow content that use another app or entity's brand, title, logo, or name in a manner that may result in misleading users.
	The app should work on its own without requiring installation of another app to function. Also, if required, system integrator shall include sufficient content in the binary for the app to function at launch.
	App should have provisions for multi-language support. Decisions on languages and related supports would be taken in the proof of concept stage
	App should only request permissions that are necessary to implement critical current features or services. Request permissions access to data in context (via incremental authorization), so that users understand why you need the permission or data.
	Apps should be transparent in how it handles user data (e.g., information collected from or about a user, including device

<p>General Requirements</p>	<p>information). e.g. (Disclosing the collection, use, and sharing of the data, and limiting the use of the data to the purposes disclosed, and the consent provided by the user).</p> <p>Personal and sensitive user data includes, but isn't limited to, personally identifiable information, financial and payment information, authentication information, phonebook, contacts SMS and call related data, microphone and camera sensor data, and sensitive device or usage data.</p> <p>App should limit collection and use of this data to purposes directly related to providing and improving the features of the app (e.g. user anticipated functionality that is documented and promoted in the app's description).</p> <p>Apps should post a privacy policy in both the designated field in the application store and within the app itself. The privacy policy must, together with any in-app disclosures, comprehensively disclose how the app collects, uses, and shares user data. Your privacy policy must disclose the type of parties to which any personal or sensitive user data is shared.</p> <p>App should handle all personal or sensitive user data securely, including transmitting it using modern cryptography.</p> <p>App should not allow to interfere with, disrupt, damage, or access in an unauthorized manner the user's device, other devices or computers, servers, networks, application programming interfaces (APIs), or services, including but not limited to other apps on the device, any Google service, or an authorized carrier's network.</p>
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Area	Requirement Description
User Friendliness	The developed mobile application for EdCIL (Study in India) should be user friendly and interactive.
	The mobile application shall be made accessible to Public user/Registered user over Internet and to EdCIL users and various other entities related to EdCIL/ Admin through internet.
Audit Trail	The system shall display the date and time of last login to the user.
	The system shall display the list of colleges and courses they had visited/ browsed during the last login.
	Backend system should store all the last login and search history of all the users and provide back to application/portal when required

Login Users	<p>The system shall be accessible to following roles:</p> <p><u>Admin user</u>: To carry out administration related activities in Solution for various components and modules of mobile application</p> <p><u>Registered user</u>: A public user becomes a registered user on applying through available link for registration on mobile application.</p> <p><u>Institute User</u>: For updating Institute, courses, eligibility criteria, etc. related contents on Study in India application.</p> <p><u>Helpdesk User/Call Center</u>: To view student details in order to facilitate interaction with them etc.</p>
Mobile Application	<p>Data analytics: graphical representation of geography-wise students currently enrolled through the mobile application/website. This feature should be interactive and support drill down feature.</p> <p>Mobile application shall display calendar wise events/fares information being conducted by study in India.</p> <p>The app should function in integration with the existing SII web portal. Any changes made by a user, group etc. in their account via web portal should be reflected in the app, on real-time basis and vice-versa.</p> <p>The mobile app should have working Off-line capability wherein, a user should be able to view institutes, courses offered and their details.</p> <p>Mobile application shall have inbuilt/integrated chat bot feature for user to interact and seek assistance with support team. The SI may use other 3<sup>rd</sup> party application or services that provide such functionality, post approval from EDCIL, but the user should stay within the app's environment.</p> <p>Integration with social media platforms such as Facebook, Twitter, etc. Any expense incurred due to the purchase of license/subscription of such 3<sup>rd</sup> party application to be borne by EdCIL.</p> <p>Comprehensive search functionality supporting the full-text and partial text search by content for entire mobile application. On clicking on the content, user should be re-directed to specific view.</p> <p>The system should have the OCR facility to fetch any textual content from the Documents attached as images, pdf, etc. The SI may use other 3<sup>rd</sup> party application or service that provide such functionality, post approval from EDCIL, but the user should stay within the app's environment.</p> <p>Shall have banners/views supporting feature embedding the dynamic content.</p> <p>The mobile application shall support/interact with social feeds from Facebook, Twitter, LinkedIn etc.</p>

Common Requirements of mobile application	The mobile application should be compliant to the security guidelines of Govt. of India (GIGW).
	The system should adhere to leading programming practices and OWASP-recommended security practices that can help authorized user to easily extend the functionality of the mobile application.
	The system shall provide consistent look & feel, themes, navigation to the users and the standards defined for content, structure and presentation of the application shall be applied and followed throughout the mobile application.
	All the sections of the mobile application should be dynamic in nature and must be supported with easy content management and administration of the same.
	The solution shall be configured to enforce access based on users, groups, roles, etc.
	The solution shall have the functionality for user authentication using SSL (Secure Socket Layer) encryption.
	The solution shall facilitate easy search for institutes, courses, etc. and their related documents and save those searches for future use.
	Existing website UI shall also be considered for designing the new mobile application and their specific requirements in terms of <ul style="list-style-type: none"> <li>• Module menus</li> <li>• Sub-menu</li> <li>• Screens</li> <li>• Fields</li> <li>• Reports</li> <li>• Search</li> <li>• Combination of above</li> </ul> any other entity which shall enhance the usage and functionality shall be considered
	The solution should have provision for integration with the partner channel and helpdesk team (call center).
	The mobile application should provide role-based content pages as well as content pages for Un-authenticated (guest) user.
Introduction (DBMS)	<p>SII has an existing database on which the website is currently running, with all the relevant tables, relationships, etc.</p> <p>The system integrator for this mobile application development project will be provided with all the necessary rights to access the database, software etc. of the web portal.</p> <p>System Integrator should ensure any changes in the DBMS would not impact the normal functioning of the website.</p>

General Requirements(DBMS)	The System Integrator, in the process of creating the mobile application, may create additional objects (tables/views) in the database as per requirements.
	DBMS should include backup (hot & cold) and recovery facility.
	DBMS should include compatibility with 3rd party system monitoring package.
	DBMS should provide support for comprehensive auditing for 'inserts', 'deletes', 'updates' and 'selects', and quickly spot and respond to security breaches
	DBMS should support different partitioning schemes to split large volumes of data into separate pieces or 'partitions' which can be managed independently.
	DBMS should provide restrictive data access that enables different types of users to have secure, direct access to mission-critical data sharing.
	DBMS should support data and backup compression.
DBMS platform should support Failover Clustering and disaster recovery solutions.	
<b>Application View for Student</b>	
Functional Requirements	The system shall have student lifecycle which would capture the workflow of a student's activities starting from his/her registration, choice filling, admission in the college/institute to becoming an alumni. The system shall allow tracking on basis of below information <ul style="list-style-type: none"> <li>- student admission in college/institute</li> <li>- student performance</li> <li>- etc.</li> </ul>
	The system shall as a part of login/registration process, establish challenge and responsive mechanisms for session validation for future online sessions. Details such as a username and password, captcha response should be asked if login details are forgotten etc.
	The system shall as a part of login/registration process, should capture students basic information like First Name (mandatory), Middle Name, Last Name, Date of Birth (Mandatory), Email ID (mandatory), Address and Country Details, Contact Details, etc.

	<p>The system shall verify student's email id and contact details provided through email and SMS (OTP) based solutions and should enforce two-factor authentication on real-time basis.</p>
	<p>Email ID/SII ID/Mobile Number provided by the student should be considered as login credential for next login.</p>
	<p>The system should give a warning if user with similar email id and/or contact details already exists. System shall put many such combinations to validate student's authenticity and avoid duplicity.</p>
	<p>The system shall apply spam control measures like 'captcha' images during registration and any form submission to avoid spurious details being automatically submitted and ensure that data is not submitted by non-humans.</p>
	<p>The system should have a mechanism for resetting and emailing the new password to the registered email ID of user.</p>
	<p>The system shall allow the student to upload supporting documents in the formats such as pdf, jpg and word etc. through the mobile application.</p>
	<p>The system should have search functionality using which student can search for below mentioned details</p> <ul style="list-style-type: none"> <li>• Can search with partial institute/college name to view complete details related with institute/college</li> <li>• Can search with partial name to view all the courses being offered by any institute/colleges or specific institute/college</li> <li>• Can have 360-degree view of institute/college, if available</li> </ul>
	<p>The system shall allow student to proceed with his/her choice filling request on the basis of below mentioned conditions:</p> <ul style="list-style-type: none"> <li>• Eligibility criteria being offered by the institute pertaining to the courses they offer</li> <li>• Merit list being offered by the institute pertaining to the courses they offer</li> <li>• Scholarship programs being offered by the institute etc.</li> </ul>
	<p>The system shall allow the student to submit the choice filling application through the mobile application.</p>
	<p>The system shall allow student to apply for as many choices as they want.</p>
	<p>The system shall allow student to change their preference as many times until application is submitted.</p>
	<p>The system should allow the student to search for institute, courses, etc. while filling up the choice filling application.</p>
	<p>The system shall provide provision through which student can view basic course related information such as course details, duration, fees, eligibility criteria, etc. while filling up the application.</p>

	<p>Once the request is submitted, the system should generate unique acknowledgement number for the choice filling to the student.</p>
	<p>Once the request is submitted, the system should send an acknowledgement number to the student's registered email.</p>
	<p>The system should allow the student to track the status of their application.</p>
	<p>System should have dedicated dashboard for students displaying below set of details:</p> <ul style="list-style-type: none"> <li>• Graphical representation of data (drill-down data analytics)</li> <li>• Location wise students institute/course choices being selected/submitted by the student</li> <li>• Scholarship basis students institute/course choices being selected/submitted, discipline wise students institute/course choices being selected/submitted, etc.</li> <li>• Detailed progress information of the submitted application</li> </ul> <p>Existing website UI for student shall also be considered for designing the new mobile application and their specific requirements in terms of</p> <ul style="list-style-type: none"> <li>• Module menus</li> <li>• Sub-menu</li> <li>• Screens</li> <li>• Fields</li> <li>• Reports</li> <li>• Search</li> </ul> <p>Combination of above any other entity which shall enhance the usage and functionality needs to be considered and implemented</p>
Media Management	<p>The system shall allow the user to access mobile application through social media platforms such as Facebook, Google.</p> <p>While accessing the mobile application through social media platforms such as Facebook, Google, etc. student should be prompted to download the app and system should capture students basic information such as Name, Email ID, Country, IP, Gender, source from which they were directed to, etc.</p> <p>In such cases, email id should automatically be considered as login id if student proceeds with registration/login process and other details should pre-populate for them. However, system may allow to modify the details except email id, first name, etc. if they chose to do so.</p>
<b>Application View for Institutes</b>	
	<p>The system shall allow institutes/colleges to undergo One Time Registration process with only one login for each institute/college.</p>

Functional Requirements	The system shall, as a part of login/registration process, establish challenge and responsive mechanisms for session validation for future online sessions. Details such as a username and password, challenge question and response answer shall be asked if login details are forgotten etc.
	The system as a part of login/registration process, shall capture information like Head of the Institute, nodal person etc.,
	Email ID/Institute ID provided by institutes as part of registration process shall be considered as login credentials for subsequent logins.
	The system shall give a warning if similar email id/SII ID already exists.
	The system shall apply spam control measures like 'captcha' images during registration and any form submission to avoid spurious details being automatically submitted and ensure that data is not submitted by non-humans.
	The system shall have a mechanism for resetting and emailing the new password to the registered email ID.
	The system shall allow the institutes/colleges to upload supporting documents in the formats such as Pdf, jpg and word etc. through the mobile application.
	The system shall allow institutes/colleges to upload videos and same shall be shown to the student while searching for institutes, courses, etc.
	The system shall allow institute/college to offer multiple courses The system shall allow Admin team to control and manage all types of courses offered by institute/college.
	The system shall allow institutes/colleges to enter eligibility criteria against each courses or general eligibility criteria.
	The system shall allow institutes/colleges to enter scholarships and fee waiver they offer.
	The system shall allow institutes/colleges to enter number of seats they offer.
	The system shall allow institute/college to enter information such as <ul style="list-style-type: none"> <li>• Institute Profile</li> <li>• Courses they offer</li> <li>• Fee breakup</li> <li>• Campus details</li> <li>• Cost of living</li> <li>• Faculty/Alumni</li> <li>• How to reach</li> <li>• Gallery</li> <li>• 360 degree video</li> </ul> or any combination of above, etc.

<p>Functional Requirements</p>	<p>Institute details entered shall reflect for students, admin, etc. to get detailed information at one place.</p>
	<p>The system, as part of approval process shall set up the workflow for inserting and/or altering master data:</p> <ul style="list-style-type: none"> <li>• Institute/college shall not be allowed to enter and/or modify any master data</li> <li>• Institute/college shall raise request through system to EDCIL Admin team if any new data such as course name, introduction/removal of any course, etc.</li> <li>• Request initiated shall reflect in Admin dashboard for approval/rejection</li> <li>• If request is approved only then master data shall be appended</li> <li>• If request is rejected then master database remains same. However, proper justification shall be captured for rejection</li> <li>• Institute/college shall be notified through the system and same shall be intimated to institute</li> <li>• Institute/college shall have provision to view the real time status of the request initiated</li> </ul>
	<p>The system shall have provision in the mobile application wherein any non- partner/un-registered institutes can show interest for enrolling into the program. In such case, request shall be initiated and same shall reflect in Admin dashboard for approval and further processing.</p>
	<p>Existing website UI for institute/college shall also be considered for designing the new mobile application and their specific requirements in terms of</p> <ul style="list-style-type: none"> <li>• Module menus</li> <li>• Sub-menu</li> <li>• Screens</li> <li>• Fields</li> <li>• Reports</li> <li>• Search</li> <li>• etc.</li> </ul>
	<p>Combination of above and any other entity which shall enhance the usage and functionality needs to be considered and implemented.</p>
	<p>The system shall allow institute/college to publish the list of shortlisted students and same shall be notified to admin user.</p>
	<p>The system shall allow institute/college to publish the final list of on-boarded students and same shall be notified to admin user.</p>

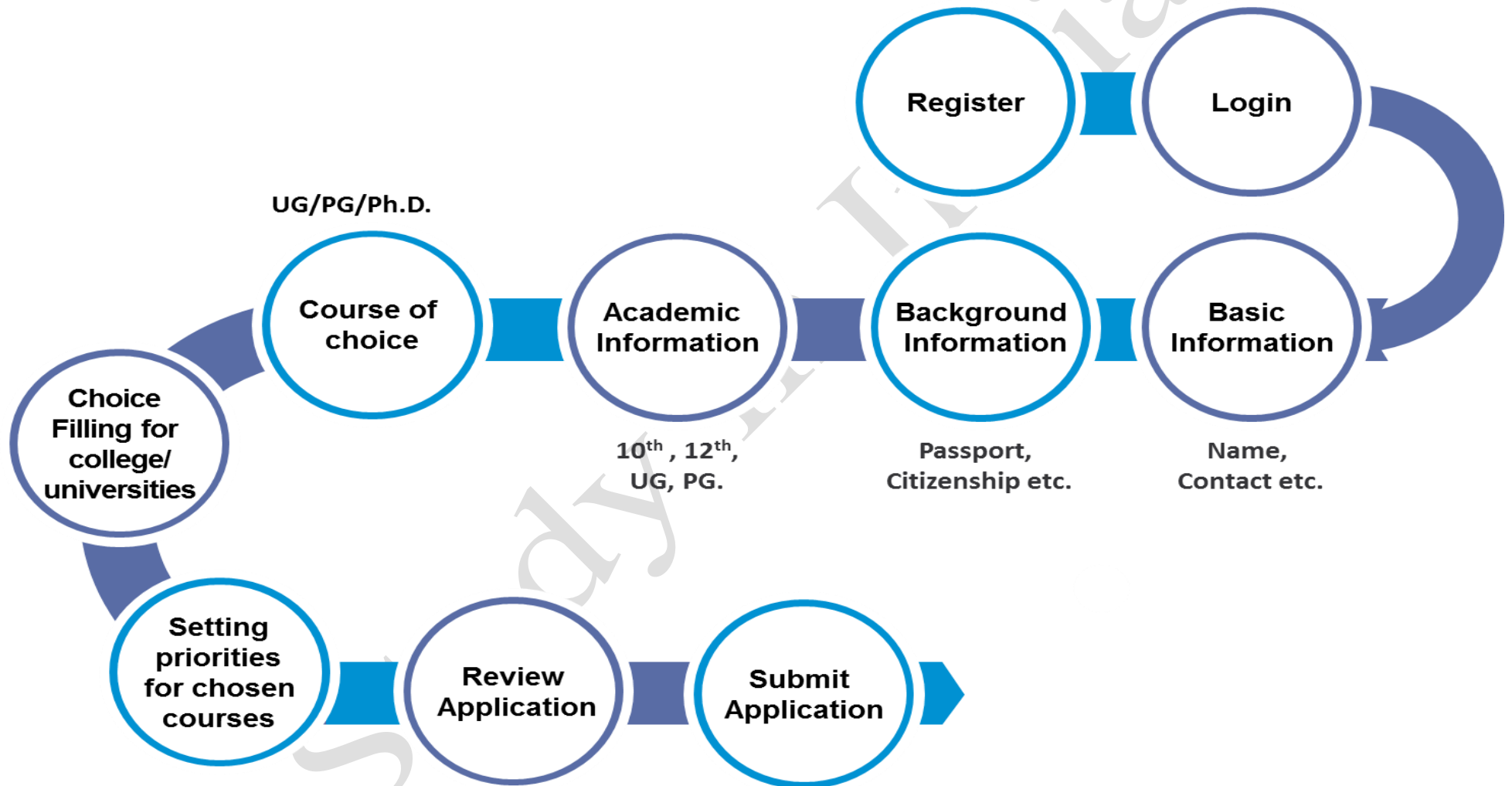
<b>Application View for Alumni</b>	
Functional Requirements	The Alumni dashboard is to be created to engage the International students studied/ currently studying in India in the past in any given partner institution of SII. The aim of the newly developed portal will be to ascertain the introduction of credibility and feedback of the major stakeholders of SII - international students.
	Student registered under Alumni dashboard should be able to fill in the details. This is for the verification of his credentials of being a student in the respective institution. Details such as student name, country, year of graduation/ batch, current location shall be captured.
	Students should be able to submit the reviews on the basis of parameters, such as – Student Country, Academics, Infrastructure, Facilities, Social life, Accommodation, Loan/ Scholarship Provisions, Admission process, Food, International student support, etc.
	Capture overall synopsis of all the reviews of a particular institution through parameters such as average rating, parameter ratings, etc
	Segregation of the content on the basis of tags from the submitted reviews. Sorting and filtering of the reviews.
<b>Application View for Admin</b>	
Master Data	“The system shall allow admin to start/initiate processes as and when they want”
	Request from institute/college for adding, updating and deleting master data shall happen through workflow process and only after admin approval, database shall be updated.
	The Administrator should be able to see all the Registration Requests/Change Requests on his dash board and should be able to approve the selected requests after logging in the system.
Logs	The system shall maintain the logs of the users and the activities performed by them through the system.
	The system shall maintain history of all changes being performed on master data and same shall display on the Admin screen.
	The New User/Profile should become active after the Authorization by the Administrator and the previous Profile is maintained in a History table.
	The system shall allow admin to access all the user logs.

Functional Requirements	The system shall allow admin to update the mobile application contents such as blogs, events, etc. on demand.
	The system shall allow admin to have provision for making the mobile application available for other users such as institute, student, etc.
	The system shall allow admin to add new admin.
	The system shall allow admin to start/initiate any process as and when they want.
	The system shall allow admin to enroll/add any new institute and/or course to the programmers.
	The system shall allow admin to de-list any institute and/or course from the programmers.
Functional Requirements	The system shall allow the admin to upload any contents such as documents, videos, etc.
	The system shall allow admin user to track student admission life cycle process which shall cover – <ul style="list-style-type: none"> <li>- student is getting admission to which institute/college</li> <li>- whether student has completed joining formality and actually on-boarded institute/college</li> </ul>
	The Administrator should be able to see all the Registration Requests/Change Requests on his dashboard and should be able to approve the selected requests for logging in the system.
	The New User/Profile data should become active after the Authorization by the Administrator and the previous profile data is maintained in a history table.
	The privileges of the users to access all the features/modules should be fully controllable by the admin.
System should have dedicated dashboard for admin users displaying below set of details: <ul style="list-style-type: none"> <li>• Reports section</li> <li>• Managing master data</li> <li>• Approve/request</li> <li>• Partner institute details, etc.</li> </ul>	

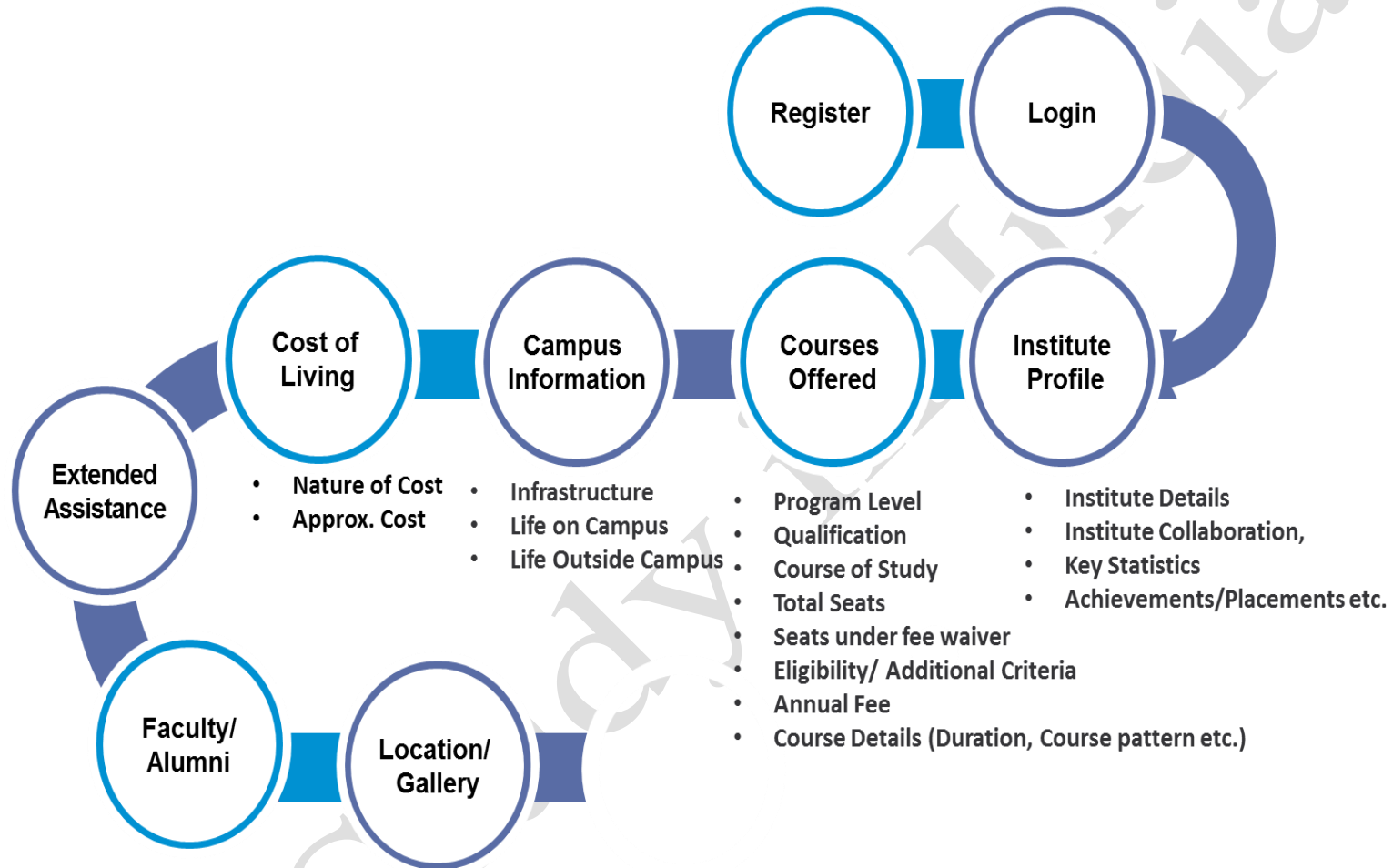
	<p>Existing website UI for admin users shall be considered for designing the new mobile application and their specific requirements in terms of</p> <ul style="list-style-type: none"> <li>• Module menu</li> <li>• Sub-menu</li> <li>• Screens</li> <li>• Fields</li> <li>• Reports</li> <li>• Search</li> <li>• Combination of above and any other entity which shall enhance the usage and functionality needs to be considered and implemented.</li> </ul>
<b>Application View for Channel Partners</b>	
Functional Requirements	<p>The system shall provide separate dashboard for channel partners for performing below activities:</p> <ul style="list-style-type: none"> <li>• Bulk registration of students</li> <li>• Choice filling</li> <li>• etc.</li> </ul>
	<p>The system shall provide separate dashboard for admin user which on behalf of channel partners will perform below activities:</p> <ul style="list-style-type: none"> <li>• Bulk registration of students</li> <li>• Choice filling</li> <li>• etc.</li> </ul>
	<p>The system shall provide report to admin user for such cases and report should clearly mention the source.</p>
	<p>The system shall have provision for integration with channel partners.</p>
<b>Application View for Helpdesk/Call center</b>	
	<p>The system shall provide separate dashboard for helpdesk/call center to preform below activities:</p> <ul style="list-style-type: none"> <li>• Can view (read only mode) the student details such as, Name, email id, contact details, etc.</li> <li>• Contact students</li> <li>• Update system accordingly</li> <li>• etc.</li> </ul> <p>The system shall have provision for integration with helpdesk/ call center.</p>

## A6. Tentative Data-Flow diagram

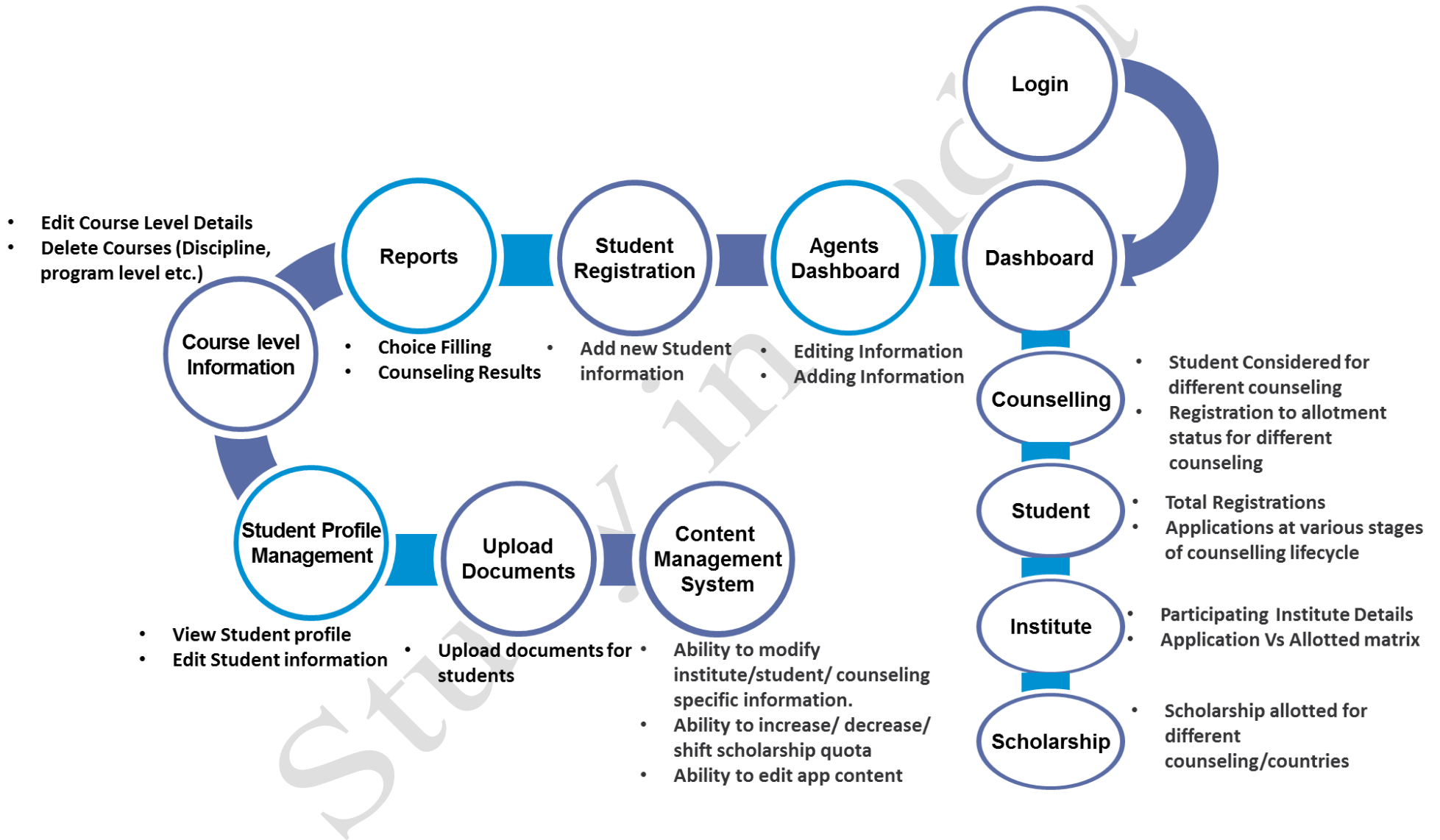
### 1. Student Dashboard



## 2. Institute Dashboard



### 3. Admin Dashboard



## C. Non-Functional Requirements for mobile application

Area	Requirement Description
Seamless Integration/ Interfacing	The system should be SOA compliant and it should be able to push and pull data from other systems using various means such as flat files, XML files etc.
	The solution may use other 3 <sup>rd</sup> party applications or services for various functionalities like virtual fairs, chat-bots, AI based analysis etc. post approval from EDCIL.
System Login & Access Control	Through the mobile application the system should have a provision for creating unique login ID for users on provision of certain details including Name, DOB, Email, etc. as finalized in discussions with EDCIL.
	The system should provide access rights and privileges according to login ID and password. The rights and privileges allowed to that user should be as per EDCIL guidelines and policies.
	The system should prompt the user for 3 unsuccessful login attempts through SMS/ email.
	The system should allow authorized users to access various functions, forms, screens, sub modules, information etc. as per the authorizations and user roles permissible by EDCIL as per guidelines and policies.
	The system should have a mechanism for resetting and emailing the new password to the user's registered email ID, in case one forgets his password.
	The system shall apply spam control measures like 'captcha' images during registration to avoid spurious details being automatically submitted and ensure that data is not submitted by non-humans.
	The system shall maintain non editable audit trail of all activities carried out by any user in the system.
	Application shall have provision to view records captured by Audit Trail feature.
Integration with SMS & Email Solution	Wherever required, modules of core function and support function solutions should have integration with an SMS and/or Email solution for SMS and/or email based communication to users/applicants.
	The system shall allow user to format output to support HTML, XML, text and any other format required for data exchange/integration with various entities involved in the process.
	The system shall allow user to scale up or scale out solution with easy to use GUI.
	Application shall be designed to permit user for easy insertion of new modules and new enhancements.

Solution Wide	Application shall have the capability to complete all requests (e.g. store, retrieve, update, etc.) without any data loss.
	Application shall have a system of record, for legal purposes, and shall maintain an audit file in chronological sequence of each transaction and all corresponding corrections made during the transaction by clients or their facilitators.
	Application shall be made possible to distribute the elements between different premises (only if required).
	Distributed elements shall operate as a single integrated and cohesive solution.
	The system shall have the capability to organize and store all data for aggregation and analysis.
	The system shall accommodate usage growth with minimal disruptions.
	Application shall be designed to accommodate growth in data rates and volumes for communications, networks, hardware and storage.
	Application shall have the capability to remotely maintain and upgrade.
	Application shall use open standard-based architecture to meet functional requirements and to interoperate with existing/envisaged solutions.
	The proposed mobile application should have the provision to remove/deactivate/add the existing/new link/module/application along with their respective content.
	Mobile application should be capable to display list of links to the website based on the user search.
	Graphical, Pictorial and audio video interfaces, wherever and whenever required.
	The solution shall offer comprehensive, flexible data models designed for optimal scalability and performance.
The solution shall offer OWASP security guidelines and industry best/standard practices to ensure secure data storage/transfer and optimum performance.	
Solution Management Requirements	The system shall incorporate interfaces for authorized users for management capabilities, which shall include: Configuration Management, Testing & Validation, Fault Detection, Fault Isolation, Fault Recovery, Data collection, Data Analysis.
	The system shall provide reports and MIS to authorized user for end-to-end performance monitoring and control.
	The system shall maintain knowledge of current operational status of all elements for retrieval/use by authorized user.
	The system shall support end-to-end solution fault isolation of all provided services, including the capability to identify a failing node, element, and/or service, to the level necessary to correct the fault.

	The system shall provide capability to manage fault isolation functions.
	Application shall implement applications and infrastructure components to permit management to monitor and measure the effectiveness.
	Application shall permit inclusion of new or modified requirements during the life of application with appropriate established change control procedures.
Operational Requirements	Application shall be accessible to users 24 hours per day, 7 days per week on a continuous basis.
	Data inputs to the application shall be validated prior to being processed.
	Input data shall be validated for out of range values.
	Input data shall be validated for missing or incomplete data.
	Input data shall be validated for unauthorized or inconsistent control data.
	Input data shall be validated for values or volumes that are exceptional to the norm.
	Invalid input data shall be rejected and security incident shall be initiated.
	Integrity checks functionality on any data generated by solution shall be provided.
Operational Requirements	Functionality necessary for 'roll back' or recovery routines if applicable fails to operate as planned shall be provided.
	Application shall have 'Tooltip Text' for input fields to guide the user while entering data.
	Application shall be fully compatible with all major mobile devices and low-end devices
	The user interface shall be tailored to functions, which are authorized for the user.
	The solution shall facilitate capture of Physical traits, Images, videos and supporting documentation if any
	The system shall provide a menu driven screen interface permitting a user to navigate easily through the different functions of Solution.
	The following operations shall be logged by means of automatic (machine generated) logs:
	Logs shall include process start and finish time and date.
	Log shall include log-in details (username, login timestamp and logout timestamp), IP/MAC addresses
	Logs shall include Application faults, errors and recovery processes.
	Logs shall include automatically generated data necessary to assess the application performance.

Logs	The frequency of logs generation shall be mutually agreed upon, in order to be consistent with the ability to trace appropriate actions of the application.
	Logs shall include all log-on and log-outs as well as all attempts (whether successful or not) to log-on.
	The log generating software shall prohibit amendment of log details and disabling of the recording of events.
	The log generating software shall include review of log-on patterns to determine potentially abnormal Solution use and who accesses the application.
	Files of logged events shall be protected from amendment or deletion.
	Logging process shall always be enabled.
Security Requirements	<p>Application shall prevent unauthorized users from accessing the solution.</p> <p>The system should have facility to restrict user access to:</p> <ul style="list-style-type: none"> <li>• Module menu</li> <li>• Sub-menu</li> <li>• Screens</li> <li>• Fields</li> <li>• Reports</li> <li>• Search</li> </ul>
Security Requirements	Application shall make data available to the authorized users in an expedient and secure environment
	If access is denied following repeated unsuccessful logon attempts, this shall be treated by the application as a security incident and handled accordingly.
	The System to define Maximum Inactive Time after which a user should be automatically logged out of the system.
	Application shall provide access monitoring to compile and report security violations and attempted security violations.
	Application shall have the thorough capability to log record of an unauthorized attempt.
	Application shall implement controls to ensure the privacy of information, individuals, and corporations are not compromised.
	Application shall use audit controls, data encryption and other methods to assure the authenticity of transaction and other relevant data.
	Application shall implement controls to ensure the authenticity of data is preserved.
	Application shall comply with the Application Security Plan and security guidelines of each of the stakeholder involved.
	Application shall adhere to guidelines for physical, personnel, computer, communications, and internal data security.

	<p>Application shall be foreseen of user registration solution allowing: distinguishing different user roles; authorization of users;</p> <p>Application shall be foreseen with an access control policy functionality allowing access of users in different roles to different functionalities of Application. At least the following roles shall be introduced for Application: Student, Institute and Admin. However, any new roles required or provided by EDCIL can easily be created and should seamlessly run and integrate with existing solutions</p> <p>Registered users shall be allowed to log-on only to those Application functions which they are authorized to access and use.</p> <p>Registration of users in their respective roles shall be valid only for a limited period of time, where after their authorization shall be Re-confirmed and prolonged.</p>
<p>Security Requirements</p>	<p>The logon or registration processes shall display only the minimum amount of information to assist users.</p> <p>The logon or registration processes shall minimize the opportunities for unauthorized connections to application.</p> <p>The logon or registration processes shall prohibit the display of the solution or the application details until the process has been successfully completed.</p> <p>The logon or registration process shall deny access if either the username or password is invalid without identifying the specific erroneous element.</p> <p>The logon or registration process shall allow only a fixed number of logon attempts before disabling the terminal.</p> <p>If access is denied following repeated unsuccessful login attempts, this shall be treated by the application as a security incident and handled accordingly.</p> <p>The logoff procedure shall clear any screen displays prior to terminating the application.</p> <p>Application shall disallow simultaneous logon by the same user.</p> <p>Passwords to log-on to Application (and additional access control devices) shall have a strong password policy with a minimum length of 8 characters. The password management solution shall require the enforcement of a minimum password length.</p> <p>The password management solution shall require the use of quality (i.e. difficult to guess) passwords.</p> <p>The password management solution shall require the enforcement of a password change after a 3 months' period.</p> <p>The password management solution shall include non-display of the password when being entered.</p> <p>The password management solution shall require the storage of passwords in encrypted form.</p>

	<p>For all security incidents alarm functionality shall be implemented, which immediately informs the supervisor role of these incidents.</p> <p>Application shall treat the following events as security incidents: unsuccessful log-on, intrusion detection, malfunctioning of encryption facility.</p>
Testing requirements	<p>Application shall support operations and testing concurrently.</p> <p>Application shall provide tools and metrics to support testing, solution performance monitoring, fault isolation, verification and validation of the end-to-end solution.</p>
Common Technical Requirements	<p>The system shall have ability to customize user menus and screens based on user access authority.</p>
	<p>Application shall be designed and developed while taking future compatibility (technology) related issues in consideration e.g. transformation of system from IPv4 to IPv6.</p> <p>The system shall be capable of generating event notifications via push notifications and interfacing with E-mail Solution and must support e-mail triggers as part of Solution's workflow.</p> <p>The system shall provide a report-writing tool, which can be used to generate customized reports at any level.</p> <p>The system should maintain various masters such as Course Master, Course Type Master, Institute Master, etc.</p>
Maintaining Master data	<p>All modules must have a user interface to insert, delete and edit information in master tables. This functionality must be available to Administrator only.</p> <p>Each module in Application shall have online User Manual.</p>
Standard guidelines	<p>Application shall facilitate the development of applications; application platform's enabling services shall consist of well-defined Applications Program Interface (API).</p> <p>Software Change and Version Control.</p> <p>Contingency Plans for application and data recovery.</p> <p>Development, Monitoring, Deploying of anti-hacking tool/device to prevent un-authorized access, breaking, chocking etc. of mobile application.</p>

## D. Reports requirements for mobile application

Nature of Requirement	Minimum Requirement Description
<b>Mobile Application</b>	
General Requirements	The solution shall offer comprehensive, flexible data models designed for optimal scalability and performance.
	The solution shall be accessible through commonly used mobile devices.
	The solution shall facilitate capture of Physical traits, Images, videos and supporting documentation if any.
	Should support multiple generations of mobile devices and versions of mobile OS.
	Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
	Should support customization of (Theme) look and feel of the mobile application.
	Should support a broad range of standards, for example: 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, AJAX
	Should integrate with instant messaging services, and support products and protocols like SIP/XMPP
	Should integrate with any other portal products through open standards such as HTML, XML, RSS, web services, and WSRP etc.
	Should support Role Based Access (Admin, General User, Power User, Backup User etc.) to portal resources.
	Should support Podcast Publishing, Rich media streaming and transcoding, Rich media search and organization
	Should support RSS/ATOM export/import
	Should support Publishing content in web viewable formats
	Should provide search facilities to find data within the mobile application.
The mobile application must provide the capability for content creators to edit the images, use dictionary, thesaurus, spell check, identify broken links, see track changes for the edited contents etc.	
Should have out-of-box capability to publish content to social channels like Facebook, twitter etc.	
Should provide usage analytics of content published to social channels like Facebook, twitter etc.	

Report and Analysis	The solution shall provide integrated reporting tool and analytics features.
	The solution shall provide a 360 degree view of a case to the designated users.
	The solution shall support drill down feature in reports.
	The solution shall provide users with a role based dashboard.
	The solution shall support parameterized dynamic reports.
Search	The solution shall have the functionality to create customized searches through a graphical interface. It should also support the full-text search by content.
	The solution shall facilitate easy search for cases and their related documents and save those searches for future use
Security Features	The solution shall be configured to enforce access based on users, groups, roles, etc.
	The solution shall provide embedded security and audit trail capabilities.
	The solution shall have access control and authorization functions to control whether data can be displayed or modified according to the respective employee or employee group involved.
	The solution shall capture and maintain audit log along with date & time stamp, User ID etc. for all changes made to the profiles of individuals or organizations.
	The solution shall have the functionality for user authentication using SSL (Secure Socket Layer) encryption.
<b>Access Management</b>	
General Requirements	Access management should have mechanism for Authentication and Authorization of users based on their roles to access hardware and application resources in the data center. The authentication should be based on username & password.
	The solution should support the following authorization features: <ul style="list-style-type: none"> <li>• Encryption of all transmitted data</li> <li>• Authentication and authorization (role based authorization)</li> <li>• Role based access control</li> <li>• Control of access to dynamic Web content</li> </ul>
	Integration and certification with security products (e.g., PKI, firewalls, identity management and risk management) from the same and different vendors, in order to easily construct an end- to-end security solution.
	The solution should provide comprehensive security for key Web products, including portal, customer relationship management, enterprise resource planning etc.

## E. Other Reports requirements

General Reports	Registration details of students, country and region wise break up
	Total logged in and not-logged students, country and region wise breakup
	Channel partner reports, students admitted through channel partners, their country and region wise break up
	Student choice filling details, percentage of form filled
	Duplicate student account report, country and region wise breakup
	Institute database report, percentage of information filled, institute location State and district wise
	Student preference in terms of institute location and programs throughout India
Counselling Reports	Below mentioned reports for all rounds of counselling process:
	Choice filled by students, Country and region wise breakup
	Counselling Results, Allotted, Non-Allotted and Rejected
	Country wise counselling result
	List of Students selecting multiple programs in choice filling
	Counselling report of Institute
	Institute Actions - Accepted, Rejected and Result awaited
	Institute wise student joining report, State wise breakup
	Student life cycle report – academic performance, student feedback post admission into the institute (based on institute updates)

## F. Other requirements:

1. Analysis (finalizing detail list of activities, detailed project plan, discussion with stakeholders, finalization of project objectives/requirement, project proposal/plan and Sign-Off for project plans, timelines etc.)
2. The requirements, as mentioned above, are indicative. However the System Integrator will have to include / exclude these based on Functional Requirement and process study.
3. System Integrator will also provide all other components of the solution landscape and third-party tools as may be necessary for the successful implementation and functioning of the proposed solution with respect to the required functionalities mentioned in the tender specifically Functional Requirement Specification.
4. Integration with 3rd party platforms, such as AppFlyer, CleverTap, HotJar etc. to automate in-app user journey to optimize the conversion through custom in-app notification, Email/ WhatAspp/ SMS triggers, etc.
5. System Integrator has to design and implement the requisite user authorization as well as other IT security controls, for the entire solution. Finally approved/accepted solution shall have to be delivered as “System Configuration” document. All forms, reports & MIS, as per users’ requirements, shall be incorporated in Solution implementation.
6. The System Integrator shall, if required may commission a temporary development

environment inclusive of hardware, network, software and other components of the solution landscape to initiate the development work at his cost & risk even before final launch of mobile application.

7. Bidder shall assess and recommend the technical requirement with respect to minimum hardware, software (OS, anti-virus) and networking essentially required for smooth hosting, maintenance and operations of the project envisaged in Cloud environment. As per the recommendation of the bidder necessary requirements shall be arranged to make the EDCIL mobile application functional in Cloud environment. The responsibility of Content Management System, Database and other software including licenses which are required to develop the mobile application in cloud environment shall remain with System Integrator.
8. Mobile application has to be universally accessible to all irrespective of technology, platforms, devices or disabilities of any kind & able to cater to the increased web-traffic.
9. Mobile application should ensure compliance with ISO and W3C, OWASP and should be compatible with the international standard for physically challenged persons.
10. Microsites / Integration with other application module with mobile application.
11. Graphical, Pictorial and audio video interfaces, wherever and whenever required.
12. On Site User Support and Maintenance Period –shall include
  - System monitoring and compliance to SLAs
  - Application support including minor modifications
  - Contingency Plans for application and data recovery
  - Bugs/Fixes management
  - Software Change and Version Control
  - Maintenance of system
  - Compliance of security issues from compliance time to time.
13. The server and hosting shall be provided by EdCIL. However, the bidder has to provide hardware Server requirements, Memory, Storage Disk space, backup space, platform, network bandwidth etc and other any software required for the proposed Application. The bidder shall be responsible for testing and successful deployment in production environment and to resolve all integration issues.
14. The mobile applications will be hosted on mobile applications platforms (App store, Play store, etc.). The accounts related to the mobile application platforms shall be created and managed by EdCIL. All costs related to publishing the mobile application and maintenance of mobile application platform accounts shall be borne by EdCIL.

### **G. Application Testing**

- The functional and security testing of the completed system shall be done by a third party to be engaged by the bidder. The bidder shall engage either ASTQC or any other government approved agency for carrying out the testing on behalf of EDCIL. All the costs for the obtaining relevant certification (in case) for the application shall be borne by bidder.
- The creation of proper testing environment shall be the responsibility of the bidder. Bidder shall design the Testing strategy including Traceability Matrix, Test

Cases and conduct testing of various components of the Software Solution before submitting the readiness for testing. The mobile application testing shall include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), Security Testing, etc. as per best practices of industry.

- The System Integrator shall obtain the sign-off from EDCIL on testing approach and plan (inclusive of Test cases) on functional requirement as per SRS. The System Integrator shall facilitate the testing of the mobile application based on the approved test plan, document the results and shall fix the bugs found during the testing. Though EDCIL is required to provide formal approval for the test plan, it is the ultimate responsibility of the System Integrator to ensure that the end product delivered meets all the requirements of the Software solution specified by EDCIL in this bidding document.

At least the following activities will be carried out by the System Integrator as part of the Application Software testing:

- (i) The System Integrator shall prepare the solution testing procedure for conducting test on various modules/components of the mobile application and Mobile app including the Test cases. The software testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc.
- (ii) The System Integrator shall obtain the sign-off from EDCIL on the testing approach and plan.
- (iii) The System Integrator shall demonstrate to EDCIL that the mobile application meets all the functional & technical requirements as per the tender including FRS as well as the requirements finalized during the requirement gathering activity done by System Integrator.
- (iv) The System Integrator shall test the integration of the cross function modules/components based on the approved testing procedure.
- (v) On successful completion of the Integration test, the System Integrator shall conduct the Full load/ Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by System Integrator.
- (vi) The System Integrator shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the testing agency along with EDCIL officials, who are responsible for day-to-day operations of the functions/information automated through the mobile application/CMS.
- (i) The System Integrator shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to EDCIL. The bidder need to rectify all the bugs or shortcomings as per the scope of work. EDCIL shall provide final sign-off after successful test.

## **H. Project Deliverables:**

- FRS, SRS, High Level Design and Architecture Documents
- Performance Test Reports
- Security Test Reports

- UI Usability Report
- Deployment Reports and Script
- User Manual and Standard Operating Procedures
- Manuals (Technical and Design)
- Data Backup process and Archival process
- Traceability Matrix
- Source Code
- Software Licenses on EDCIL name
- Infrastructure Design document for deployment of mobile application
- Integration with other applications/modules

Above deliverables are only indicative and actual deliverables depend upon project requirement and finalized in consultation with EDCIL.

## **I. Chatbot:**

- Bidder shall develop & handle all activities related to Artificial Intelligence and Process Automation based Chatbot solution on the mobile app.
- Bidder to ensure the Chatbot solution is capable of handling all the queries related to the services offered by SII.
- FAQ chatbot should be able to interact with the user and respond to various basic level queries raised in English with Natural Language Processing capabilities to identify user's query/request/complaints and respond accordingly.
- If the user is using the chatbot, he/she should be greeted by his first name
- Based on the previous interactive data with the user the chatbot should be able to personalize with the emotional understanding and predictive analysis of the user.
- For example a user may have in the previous conversation raised the complaint with regards to service. The Chatbot after fetching the previous data from the OCRM should share the status and request for user feedback & in case the user is not satisfied the Chatbot may transfer the conversation to the next level. Next level means:
  - User is directed to a Live Agent
  - User is provided a call center number to talk to someone
  - User is asked to drop an email to a particular email id
- The user shall be presented with all the above choices & the decision to select from the above-mentioned services lies with the user.
- Chatbot solution should be accessible from the mobile app.
- Administrators should be able to add/update/delete the query and response on the basis of the conversation analysis between bot and customer.
- Chatbot solution should provide different levels of filtering criteria for generation of reports and dashboards based on the queries. The solution should be capable of

handling all questions and provide access to all the conversations based on search text in reports.

- Bidder shall provide documentation and user manual for the product, processes, tools and utilities and patches, updates and upgrades during the contract period & implement the same.
- The solution should focus on operational efficiency, quality and cost efficiency with continuous improvement by learning from regular sessions.
- The solution should adhere to the security policies set up by EdCIL & should be scalable for enhanced add-on services, as & when required
- The Bidder will not disclose or use any information and data generated during Chatbot sessions such as user details, queries, responses, statistical data, and so forth, to any third party. Moreover, the Bidder MUST ENSURE that, for the proposed Chatbot solution all Sensitive & Confidential Data is Securely Encrypted & Masked.
- All services for implementation, smooth operation and maintenance of all the components of chatbot solution developed will be part of the Project.
- The Bidder will have to include version upgrade and enhancements in services as a part of the contract during the contract period.

## **J. Operational activities**

- a. Research for innovative practices to increase engagement levels of SII app among students
- b. Assist the SII team in drafting a retention plan for mobile app users including app store optimization
- c. Liaison with the digital marketing team on a regular basis to streamline delivery of content
- d. Utilize gamification and suggest newer engagement avenues on the mobile app

## CHAPTER- 6 INSTRUCTIONS FOR E-TENDERING

### 1. Instructions for Online Bid Submission:

- 1) 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.
- 2) 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 website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL> (Provided by M/S KEONICS Ltd).
- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the M/S KEONICS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the M/S KEONICS Portal.
- 4). The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5). All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- 6). It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.
- 7). To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of <http://www.tenderwizard.com/EDCIL> to have user ID & Password from M/s KEONICS Ltd.
- 8). **Register your organization on M/s KEONICS E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site for obtaining credentials by paying Annual registration charges Rs.2000 + GST using the e-payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1 year.**
- 9). Get your organization's concerned executives trained on M/s KEONICS Ltd. E-

tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site

- 10). Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on M/s KEONICS E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of M/s KEONICS E-tender Site, the fourth instruction is relevant at all times
- 11). Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 12). Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk KEONICS Office for any information regarding E-tendering / training.
  - a) For online registration, intended bidders may write us at [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com) or contact no. 080-49352000/9686115318/9650520101/8800445981.
  - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS
    - Telephone: 080-49352000/9686115318 or write us mail on Email Id:- [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ambasa@etenderwizard.com](mailto:ambasa@etenderwizard.com), [twhelpdesk759@gmail.com](mailto:twhelpdesk759@gmail.com), [twhelpdesk963@gmail.com](mailto:twhelpdesk963@gmail.com)

## 2. 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 2or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA)[refer <http://www.cca.gov.in>].

## 3. Registration

- a) To use the Electronic Tender<sup>®</sup>portal, vendors need to register on the portal by going on the link provided at EdCIL tender webpage (Instructions available at EdCIL website [www.edcilandia.co.in](http://www.edcilandia.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 M/S KEONICS 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. Pay Annual Registration Fee as applicable.
- b) After successful submission of Registration details and Annual Registration Fee,

please contact M/S KEONICS Helpdesk (as given below), to get your registration accepted/activated.

C) Important Note:

- I. To minimize the problems during the use of e-tendering portal of M/S KEONICS (including the Registration process), it is recommended that the user should use as per the instructions given under 'M/S KEONICS User-Guidance Centre' located on M/S KEONICS Home Page, including instructions for timely registration on M/S KEONICS. The instructions relating to 'Essential Computer Security Settings for Use of M/S KEONICS' and 'Important Functionality Checks' should be especially taken into cognizance.
- II. Please note that even after acceptance of your registration by the Service Provider, 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.

#### 4. **SEARCHING FOR TENDER DOCUMENTS**

- I. There are various search options built in the M/S KEONICS 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, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the M/S KEONICS 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 M/S KEONICS 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 Help desk.

#### 5. **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 100dpi with black and white option.

## **6. SUBMISSION OF BIDS**

- I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) 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. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. Payable at Noida and enter details of the instruments. Original copies of demand draft for EMD/ Tender fees are required to be submitted along with signed downloaded copy of tender document.
- IV. 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. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- V. The server time (which is displayed on the bidder's dashboard) 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.
- 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.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.

## 7. **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 other relevant contact person indicated in the tender.

<b>EdCIL / M/S KEONICS Helpdesk</b>	
Telephone/ Mobile	Customer Support:080-49352000 (Multiple Telephone lines)  EmergencyMobileNumbers:9686115318/9650520101/8800445981 (Please contact in case of emergency during non-working) hours.
E-mail ID	<b><u>M/S KEONICS Ltd.</u></b> <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> <a href="mailto:ambasa@etenderwizard.com">ambasa@etenderwizard.com</a> <a href="mailto:twhelpdesk759@gmail.com">twhelpdesk759@gmail.com</a> <a href="mailto:twhelpdesk963@gmail.com">twhelpdesk963@gmail.com</a> & cc to: <a href="mailto:anshulgupta@edcil.co.in">anshulgupta@edcil.co.in</a> and <a href="mailto:studyinindia@edcil.co.in">studyinindia@edcil.co.in</a>

## 8. **Offline Submissions: (AS PER TENDER REQUIREMENT)**

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

- I. **Original Demand Draft for EMD.**
- II. **Original copy of the Power-of-attorney.**

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

## 9. **Public Online Tender Opening Event (TOE)**

- a. M/S KEONICS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidder scan 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.

- b. 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 M/S KEONICS.
- c. M/S KEONICS 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.
- d. M/S KEONICS 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'.

#### **10. 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 M/S KEONICS.
- II. Register our organization on M/S KEONICS well in advance of the important deadlines for your first tender on M/S KEONICS 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 Service Provider, 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 with in the Supplier/ Bidder Organization.
- III. Get your organization's concerned executives trained on M/S KEONICS well in advance of your first tender submission deadline on M/S KEONICS Ltd.
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No.) 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 M/S KEONICS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. M/S KEONICS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' 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 M/S KEONICS, the fourth, fifth and sixth instructions are always relevant.

**11. 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 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 TENDER.

## CHAPTER - 7

### INSTRUCTIONS TO BIDDERS

#### 1. Procedure for preparation and submission of bids

1.1. The Request for Proposal (RFP) will incorporate QCBS method of selection which will comprise the following steps:

- a) Technical Bid consisting of all Technical details along with commercial terms and conditions
- b) Financial Bid indicating item wise price for the items mentioned in the bid

1.2. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non-responsive and shall be disqualified.

1.3. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.

1.4. The RFP received late and declared late by the Bid Evaluation Committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.

1.5. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

1.7 Technical bid, Financial Bid, and earnest money must be prepared as per the instructions provided in this section.

1.8 Bidder should take into account any corrigendum published on the website for tender document before submitting their bid.

1.9 Bidders are advised to go through the tender document carefully to understand the document required to be submitted as part of the bid.

1.10 The Bidder must furnish Earnest Money Deposit (EMD) for INR 6 lakhs in favor of **EdCIL (India) Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

MSME's are exempted from the submission of EMD subjected to the furnishing of the relevant MSME certificate.

## 2. Assistance to Bidders

Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender issuing office or the relevant contact person indicated in Schedule for invitation to tender.

## 3. Cost of the tender

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

## 4. Content of the tender

The tender document includes:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Proposed Contract Terms
5. Technical proposal formats
6. Financial proposal formats

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

## 5. Reply to the Pre- Bid Queries

Prospective bidders requiring any clarification on tender document may submit queries through e-mail only to the issuing officer [[anshulgupta@edcil.co.in](mailto:anshulgupta@edcil.co.in)] and [[studyinindia@edcil.co.in](mailto:studyinindia@edcil.co.in)] in the following format so as to receive before the [date mentioned in the data sheet]:

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

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and is not obliged to send individual replies to the bidders. Bidders are advised to see EdCIL's website([www.edcilindia.co.in](http://www.edcilindia.co.in)) from time to time regarding the clarifications/amendments given by EdCIL during the bid process.

## **6. Amendment in Tender Document**

6.1. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.

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

## **7. Language of RFP**

The RFP prepared by the Bidder and all correspondence and documents relating to the RFP exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **8. Documents comprising the bid**

The bid prepared by bidder shall comprise the following components:

Pre- Qualification and Technical bid must include:

- Form 1: Compliance Sheet for Pre-qualification Proposal
- Form 2: Particulars of the Bidder
- Form 3: Non-Blacklisting Declaration
- Form 4: Conflict of Interest
- Form 5 : Power of Attorney
- Form 6: Compliance Sheet for Technical Proposal
- Form 7: Letter of Proposal
- Form 8: Project Citation Format
- Form 9: Team Composition
- Form 10: Curriculum Vitae (CV) of Key Personnel
- Form 11: Deviations

For Financial bid:

- Form 1: Covering Letter
- Form 2: Financial bid format

## **9. Bid Prices**

- 9.1. The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 9.2. The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 9.3. Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed pro forma enclosed with the bid.
- 9.4. The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should exclude all taxes, duties, levies and other charges as may be applicable in relation to the activities proposed to be carried out.
- 9.5. The price should include all expenses of the bidder including wages, local, domestic and international travel, incidental and any other expense relating to conduct of the consultancy project.

## **10. Authorized Signatory**

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

## **11. Period of Validity of Bid**

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

The bids can be withdrawn in case the bid validity period is extended beyond 6 months. In such case, the EMD of the bidder shall be returned without any interest

## **12. Last date and receipt of Bid**

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

### **13. Late Bid**

Any bid received by EdCIL after the specified time and last date for receipt of bid prescribed by EdCIL shall be rejected.

### **14. Address for Correspondence**

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by EdCIL.

### **15. Preliminary examination**

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

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

### **16. Earnest Money (EMD)**

16.1. The bidder shall furnish along with bid an earnest money deposit (EMD) amounting to INR 6 Lakhs in the form of Demand Draft in favor of EdCIL India Limited payable at Noida.

16.2. Bids received without EMD shall be summarily rejected.

16.3. MSME's are exempted from the submission of EMD subjected to the furnishing of the relevant MSME certificate.

16.4. Bidders can also submit the EMD amount through electronic transfer. The bank account details of the Purchaser are as follows:

Name of beneficiary: EdCIL INDIA LIMITED  
Name of Bank: State Bank of India  
ACCOUNT NO.: 37882921795  
IFSC CODE: SBIN0000691

However, it is mandatory for the Bidder to upload the UTR details along with the proposal

16.5. The earnest money of unsuccessful bidders shall be refunded without interest after issuance of LOA to the successful bidder.

16.6. In addition, the PBG will require to be submitted @ 10% of the work value, when LOA is awarded to the successful bidder. EMD of successful bidder shall be returned after the submission of PBG.

16.7. The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.

- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

#### **17 Overall Bid Evaluation Process:**

- a) Final Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS) with 70% weightage for technical evaluation and 30% weightage for financial evaluation
- b) The evaluation shall consist of following stages:
  - i) Stage I – Evaluation of Technical bid based on QCBS method (Note: The QCBS scores will be intimated to all participating bidders after which the financial bid will be opened in the presence of bidders)
  - ii) Stage II - Evaluation of Financial bid

#### **18 Stage-I Evaluation of Technical Bid for QCBS assessment**

18.1 Technical bids for QCBS assessment will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.

**18.2** Technical bids shall be evaluated as per the following matrix: **(Table 1)**

18.3 The Technical bid for QCBS purpose will be evaluated by evaluation committee set-up by EDCIL. The bid will be eligible for price evaluation only if the bidder scores **minimum 65** marks in the QCBS technical evaluation.

18.4 The bidders QCBS technical score shall be declared and notified for opening of their financial bids and unsuccessful financial bids returned.

**Table 1 –**

Sr. No.	Criteria for evaluation	Maximum Marks	Documents to be submitted
1	<p>The Bidder should have minimum average annual turnover of INR 30 Cr. during financial years 2018-19 , 2019-20 and 2020-21</p> <ul style="list-style-type: none"> <li>• For turnover greater than or equal to INR 30 crores and less than INR 60 crores: 5 marks</li> <li>• For turnover greater than or equal to INR 60 crores: 10 marks</li> </ul>	10	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts
2	<p>The Bidder should have live and operational mobile applications (India/Global) of type Government / eCommerce / Banking, Financial services and Insurance (BFSI), Enterprise/ FMCG /Education</p> <ul style="list-style-type: none"> <li>• Marks for each app : 5</li> </ul>	20	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 9 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>

3	<p>The Bidder should have experience of providing IT services to educational institutions or government organizations for increasing international student recruitment</p> <ul style="list-style-type: none"> <li>• Marks for each contract : 5</li> </ul>	10	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 9 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
4	<p>All eligible bidders to demonstrate one of their existing mobile apps developed by them.</p> <p>Score Breakup-</p> <ol style="list-style-type: none"> <li>1. <b>UI/UX Capabilities:</b> Authentication, Registration, User flow, Navigation, Page Load Time, Page Scroll Speed, Responsiveness across form factors, off line capabilities – 4 marks</li> <li>2. <b>Discovery:</b> Advanced search, sort and filters – 4 marks</li> <li>3. <b>User Engagement:</b> Notifications, Attention screens, Splash Screens, Ratings, Feedbacks, Chat etc. – 4 marks</li> <li>4. <b>Forms:</b> Multipage forms, Error handling, Preview etc. – 4 marks</li> <li>5. <b>Native Features:</b> GPS (Geo-Location), Camera etc. – 4 marks</li> <li>6. <b>Multimedia</b> – 3 marks</li> <li>7. <b>File Handling</b> – 2 marks</li> </ol>	25	<p>Demo to be conducted on date specified by Purchaser</p>

5	<p>Team Composition on bidder's payroll</p> <p>Team Construct along with score breakup-</p> <ol style="list-style-type: none"> <li>1) Project Manager – 8 Marks</li> <li>2) Business Analyst – 4 Marks</li> <li>3) UI/UX designer – 2 Marks each</li> <li>4) Database Administrator – 2 Marks each</li> </ol>	20	<p>CVs to be submitted in as per the format in Appendix 1 : Form 11</p> <p>The submitted CVs will be scrutinized by EdCIL and if not found suitable then the bidder must share the alternate resources.</p> <p>If awarded, the same individuals would have to report to the project/deployed on the project, if required. In case of an exception, an exemption would have to be taken from EdCIL duly replacing the resource with another resource of equal or better competence.</p>
6	<p>Concept, Innovative ideas and Strategy for mobile application development for Study in India  (*Note-Bidders need to make a presentation and handover the copy of the presentation)</p> <ol style="list-style-type: none"> <li>1. Perform market research to understand the SII operations and scope of work mentioned herewith and recommendations on best practices for Study in India mobile application – 3 Marks</li> <li>2. Sector specific (international student education) competence to be demonstrated - 4 Marks</li> <li>3. Quality of approach and methodology – 4 Marks</li> <li>4. Work Plan &amp; Strategy for strictly adhering to timelines – 4 Marks</li> </ol>	15	<p>Evaluation will be based on the quality of submissions and relevance to terms of reference.</p>
	<b>Total Marks</b>	<b>100</b>	

***Technical Proposal Marks (TPM) = 100 x Technical Proposal under consideration/ Highest Technical bid. The Proposal shall be rejected if it does not achieve the minimum technical marks of 65 (sixty-five) out of maximum of 100 (one hundred) marks.***

## **20. Stage II - Evaluation of financial bids:**

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- c. Consultants will be chosen based on the total combined scores (technical + financial)
- d. Financial Proposals of the technically qualified Bidders as evaluated according to the above-mentioned evaluation criteria (i.e. the Bidders scoring minimum 65 marks) shall be opened by the Techno-Commercial Evaluation Committee in the presence of the representative of the Bidders, who chose to attend the opening of bids. The quoted fee shall be read out and recorded.

***Financial Proposal Marks (FPM) = 100 x Lowest Financial Bid / Financial Bid under consideration.***

The lowest evaluated Financial Proposal will receive a maximum of 100 marks

## **21. Final Evaluation**

The final evaluation will be made on the basis of the following:

Weightage for the Technical Proposal: 0.70

Weightage for the Financial Proposal: 0.30

Combined Technical and Financial score, (HPM) =  $TPM \times 0.70 + FPM \times 0.30$

## **22. Award of the work**

The Bidder with the highest aggregate score (HPM) on the merit of evaluation shall be awarded the work.

### 23. Key Personnel

The Bidder shall provide adequate number of personnel each responsible for a specific role within the system. Bidder must provide clear definition of the role and responsibility of each individual personnel. The Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.

The table-1 in the point 19 above provides an indicative list of resource categories and the minimum resource requirements estimated for the different mobile applications. However, bidder shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

Designation/Role	Qualification	Experience (in years)	Quantity	Duration
Project Manager	MBA / PGDM B. Tech / B.E	<ul style="list-style-type: none"><li>8+ years of Total experience</li><li>At least 3 years of experience in app development</li><li>At least 5 years of experience in education sector</li></ul>	1	18 months (Onsite)
Business Analyst	B. Tech / B.E	<ul style="list-style-type: none"><li>3+ years of total experience in requirements gathering, FRS and SRS preparation</li></ul>	1	18 months (Onsite)
UI/UX Designers	B.Tech /B.E/MCA	<ul style="list-style-type: none"><li>3+ years of total experience in UI/UX design</li></ul>	2	18 months (Offsite)
Database Administrator	B.Tech /B.E/MCA	<ul style="list-style-type: none"><li>3+ years of total experience in database administration</li></ul>	2	

## **CHAPTER - 8**

### **Contract Terms**

#### **1) Income Tax, GST Registration Certificate**

Firm's registration with authorities/statutory bodies relevant to ITES is mandatory

Valid PAN and GST registration number should be quoted.

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

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

#### **3) Language**

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

#### **4) Notices**

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

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

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:  
The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

#### **6) Deliverables**

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

team (as in form 9 and 10) dedicated for the project, and where need arises shall execute in client's office as per requirements.

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## 7) Payment Terms and Timelines

S. No.	Deliverable			Payment (As percentage of total fee which is sum of S. No. 1 of Annexure	Timelines (Cumulative from the date of issuance of LOA)
	Title	Description	Submissions		
1	Design Report	Requirement Analysis and Specifications	<ul style="list-style-type: none"> <li>Submission and approval of detailed project plan</li> <li>Submission and approval of Functional Specifications Document (FRS) and System Requirements Specifications (SRS)</li> </ul>	20%	1 Month
2	Proof of Concept	Design	<ul style="list-style-type: none"> <li>System Design Specifications including Technical Design Document (TDD). HLD and Architecture documents</li> <li>Wireframe for the entire journey of a user in mobile application &amp; get a sign-off from EdCIL</li> </ul>	10%	2 Months
		First Prototype	<ul style="list-style-type: none"> <li>Submission and approval of Prototype and/or Proof of Concept</li> </ul>	20%	3 Months
3	Client Signoff and Go-Live mobile application	Development, Testing including Launch of mobile application CMS	<ul style="list-style-type: none"> <li>Testing report with fail/pass results and plan to fix the defects</li> <li>Successful completion of UAT</li> </ul>	20%	5 Months
			UAT Sign Off <ul style="list-style-type: none"> <li>Hosting of mobile application on marketplace for different OS</li> <li>Technical Note on documentation of Source Code</li> <li>Test reports (Functional, Security, Web-application quality certificate etc.)</li> <li>Performance Test Reports</li> <li>Security Test Reports</li> <li>UI Usability Report</li> <li>Deployment Reports and Script</li> <li>User Manual and Standard Operating Procedures</li> <li>Manuals (Technical and Design)</li> <li>Data Backup process and Archival process</li> <li>Traceability Matrix</li> <li>Source Code</li> <li>Software Licenses on EDCIL name</li> <li>Infrastructure Design document for deployment of mobile application</li> <li>Integration with other applications/modules</li> </ul>	30%	6 Months

S. No.	Deliverable			Payment (As percentage of total fee which is sum of S. No. 2 of Annexure 10 Financial Bid)
	Title	Description	Evaluation	
1	*Maintenance	Operations and maintenance support  (1 year from the date of Go-Live)	As per SLA	To be paid quarterly after submission of invoice at the end of quarter

\*EdCIL may choose to continue with the operations and maintenance support for an additional period of up to 3 years at the same terms and conditions as mentioned in this RFP document.

### 8) Confidentiality

Both the parties shall not disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that can be treated as confidential and/or proprietary. Both parties may, however, disclose such confidential information to the extent that it:

- (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the receiving party at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
- These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### 9) Performance Security

In case of successful bidder, the PBG will require to be submitted @ 10% of the work value, when a work is assigned within 15 days of the notification of award. The successful bidder shall furnish performance Guarantee in favor of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 11** valid up to 90 days after the date of completion of the contract, failing which EMD will be forfeited & the contract will be cancelled.

This Performance Bank Guarantee shall be retained throughout the tenure of the contract and extended by the successful bidder from time to time as required by EdCIL.

The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 1 week of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 60 days thereafter.

#### **10) LD on account of Delays in the Bidder's Performance (Liquidity Damages Clauses)**

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% plus GST of the order value for each week or part thereof subject to maximum of 10% plus GST of the order value, unless an extension of time is agreed upon.

#### **11) Termination**

EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than 60 days' written notice of termination to the Service provider.

##### **a) Termination of the Contract**

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

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Abandons the work; or
- iii. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract or
- iv. Fails to adhere to the agreed program of work; or
- v. Information submitted/furnished by the contract are found to be incorrect.

##### **b) Consequences of Termination**

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

- i. EdCIL shall reserve the right to get work completed from another service provider.

- i. EdCIL shall recover from the Service Provider the cost of completing the work by any other agency, however the same shall not exceed the total value of the contract.
  - ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
  - iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses incurred by EdCIL as a consequence of termination of the contract.
- c) Termination in accordance with applicable law**
- i. EdCIL or the Service Provider, by notice, may terminate the Contract, in whole or in part, if EdCIL or the Service Provider determine that either EdCIL can no longer obtain services or the Service Provider can no longer provide services in accordance with applicable law and professional obligations
  - ii. The items already executed by the Service Provider would be payable as per conditions laid down in this tender.

## **12) Legal Liability**

EdCIL reserves the right to recover liability up to the total value of the contract arising out of an act directly attributable to the lack of performance of service provider, as determined by the SLA defined in the Contract.

However, EdCIL shall not recover from the Service Provider any amount with respect to loss of profit, goodwill, or any other incidental, indirect, punitive or special damages.

## **13) Settlement of Disputes**

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

**14) Arbitration:**

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

**15) Patent Rights/Intellectual Property Rights**

All documents created under the contract would be the sole intellectual property of EdCIL, upon payment to the Service Provider for the services as necessitated by the Contract.

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Service Provider shall act expeditiously to extinguish such claim.

**16) Reservation of Rights:**

EdCIL reserve the right to:

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

**18) Force Majeure**

- a) Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or

other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- b) For purposes of this clause “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics, pandemics.
- c) If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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## CHAPTER- 9 Special Terms and Conditions

### 9.1 TRANSITION MANAGEMENT

The objective of Transition Management is to define and implement a process of IT development and operations transition that ensures the following:

- a) Smooth take-over of the IT development and operational activities along with full knowledge transfer from the incumbent vendor without any adverse customer/business impact
- b) Smooth hand-over of the IT operations along with full knowledge transfer to EdCIL or to another vendor, as and when the right to do so is exercised by EdCIL without any customer/business impact
- c) Maintenance of a steady state of operations for all applications and services in-scope during the course of transition
- d) Provide required assistance to EdCIL and/ or EdCIL appointed third parties/ Service Provider during their transition-in or transition-out of services as requested and approved by EdCIL

New vendor is expected to provide the following services, but not limited to:

Sr. No.	Detailed Activities
1	<b>Transition Initiation</b> As part of the transition management process the vendor shall perform due diligence on the existing services, applications, infrastructure and tools operated by the incumbent vendor. This activity shall be completed within the first five days of the transition initiation.
2	<b>Transition Planning</b> As part of the transition planning process the vendor shall support EdCIL to agree on the transition charter with the incumbent/new vendor. The charter shall include all services, applications in scope, infrastructure and tools in EdCIL IT environment.
3	<b>Transition Execution</b> As part of the Transition execution vendor shall support EdCIL in the operationalization of the transition plan/charter developed as part of the transition management process.
4	<b>Transition Monitoring and Control</b> As part of the transition monitoring and control the vendor shall be required to support the monitoring and review of the transition execution
5	<b>Transitioning Documentation</b> As part of the Transitioning documentation process the vendor shall be required to review, validate, update and store the IT systems and service documentations received from the incumbent vendor.
6	<b>Transfer of ownership/rights:</b> The successful bidder must transfer the ownership to EdCIL of all the licenses/software / hardwares/infrastructure support services or any other tool so purchased for the purpose of development of the mobile application.

## 9.2 SERVICE LEVEL AGREEMENTS

**Service Levels** describes the service levels to be established for the Services offered by the Bidder to EDCIL. The Bidder shall monitor and maintain the stated service levels to provide quality service to EDCIL.

- 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. Further, scheduled maintenance time is planned downtime with the prior permission of EDCIL.
- 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 EDCIL shall be 24X7X365.
- 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 a call is logged with the Supplier team of the failure or the failure is known to the Supplier 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 EDCIL system including application and associated infrastructure. Availability is defined as:  
  
$$\frac{\{(Scheduled\ Operation\ Time - System\ Downtime)\}}{(Scheduled\ Operation\ Time)} * 100\%$$
- e) **“Incident”** refers to any event / abnormalities in the functioning of the any of IT Equipment's / Services that may lead to disruption in normal operations of the Data Centre, System or Application services

## 9.3 INTERPRETATION & GENERAL INSTRUCTIONS

- a) The business working days (Mon-Sat) including Public Holidays or any other Holidays. The minimum support resources as per the Tender shall be available from 0900 – 1800IST.
- b) The SLA parameters shall be monitored on a monthly 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 subsequent sections below, it shall result in a breach of contract

and invoke the penalty clause.

- c) A Service Level violation will occur if the Supplier 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 monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the Supplier on monthly basis in the EDCIL suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the EDCIL at the end of every month containing the summary of all incidents reported and associated Supplier performance measurement for that period.
- d) 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. The SLAs may be measured on a quarterly basis as EDCIL decide after taking the advice of the Bidder and other agencies. 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. Payments to the Supplier 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. 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 all the parties i.e. EDCIL and Supplier.
- e) Following tables outlines the key service level requirements for the system, which needs be ensured by the Supplier during the operations and maintenance period. These requirements shall be strictly imposed and either EDCIL 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.

### **9.3.1 MEASUREMENT OF SLAS**

- (a) The bidder must submit the resolution report in the end of every month which is to be shared with EDCIL on a monthly basis. EDCIL will verify the report and calculate the number of anomalies cleared during the month.
- (b) 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 Supplier on a monthly basis, in the formats as required by EDCIL.

- (c) EDCIL reserves the right to appoint Third Party for the audits based on the audit reports submitted by the bidder on yearly basis. Audits will normally be done on regular basis or as required by EDCIL and will be performed by EDCIL officials or by authorized representative appointed third party agencies. Bidder shall make provision that requisite permission is given to the Third Party Agency for carrying out the audit process on regular basis.

### 9.3.2 Measurement Details for SLA:

Service Level Description	Severity of Violation	Measurement
Application Uptime & resolution of anomalies in the system	High	Availability of Application solution components measured shall be at least 98 % This service level will be monitored on a monthly basis.
Bug Reporting and Resolution	Provide a bug severity matrix stating: <ul style="list-style-type: none"> <li>• What is severity of what type of bug?</li> <li>• Response time</li> <li>• Time to Fix the bug</li> </ul> Bug fixing is unlimited for development and subsequent changes for entire duration of contract, including AMC.	
Availability over the Quarter	Violations for calculation of penalty	
Uptime : >=98%	Nil	
Uptime : >= 95% and <98%	2% of monthly AMC Cost	
Uptime : <95%	2% of monthly AMC Cost + 1% of monthly AMC Cost for every reduction of 1% in downtime below 95%	

### 9.3.3 VIOLATIONS AND ASSOCIATED PENALTIES

9.3.3.1 Noncompliance of SLAs due to Hardware/Network/Bandwidth issues shall not be binding on the SI/Bidder

9.3.3.2 The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.

9.3.3.3 A monthly performance evaluation will be conducted using the Quarterly reporting periods of that period.

9.3.3.4 Penalty Calculations. The framework for Penalties, as a result of not meeting the Service Level Targets is as follows:

9.3.3.4.1 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.

- Penalties, if any, for non-compliance of SLAs; shall be adjusted in next quarter. The Final payment will be released after all SLA deductions

#### **9.4 Change Control Note ("CCN")**

- a) Change requests in respect of the Service agreement, the Project Implementation, or the Operation and Management of SLA will emanate from the Parties' 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. CCNs will be presented to the Project Manager who will acknowledge receipt by signature of the CCN.
- b) The System Integrator and EDCIL, 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 tender 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 the Agreement
- c) It is hereby also clarified that the payment for the changes brought in after project certification and 'Go Live' date will be calculated on the basis of man-month rate quoted by the System Integrator in its bid (Annexure XII) and estimated person-month effort to be submitted by the System Integrator prior to taking up the change of control event and accepted by the EDCIL
- d) The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- e) Quotation
  - e.1) a description of the change
  - e.2) a list of deliverables required for implementing the change;
  - e.3) a timetable for implementation;
  - e.4) an estimate of any proposed change;
  - e.5) any relevant acceptance criteria;
  - e.6) an assessment of the value of the proposed change;
- f) Prior to submission of the completed CCN to the purchaser or its nominated agencies, the Bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Agreement, the Project Implementation, Service levels affected by the change and the total effect that may arise from implementation of the change.
- g) 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 Bidder meets the obligations as set in the CCN. Change requests and CCNs will be reported monthly to each Party's representative who will prioritize and review progress.

#### **9.5 Software Change and Version Control**

- a) The System Integrator shall maintain version control and configuration information for any system documentation and mobile application. During the maintenance period the bidder shall submit an annual undertaking stating that the system version is current version and all system patches/upgrades have been deployed.
- b) All configuration changes or minor customizations to the mobile application (even if identified after the stabilization period of one year post "Go-Live") which require less than 5 man days of development effort are not to be considered as separate Change Requests and hence are to be carried out by the System Integrator at no extra cost throughout the period of contract
- c) Only those major functional customization changes (requiring more than 5 man days of development effort) in the mobile application which have neither been mentioned in the approved SRS, nor included in the functional solution and have not been proposed within one year from "Go Live", shall be carried out through a separate Change Control Note/Notice (CCN) prepared by the System Integrator.
- d) However, any such requirement mentioned in the approved SRS or included in the functional solution will be done at no extra cost.
- e) All Change Requests submitted by the System Integrator will contain an effort estimate, which would be discussed with and approved by EDCIL.
- f) All changes during the stabilization or support & maintenance phase shall be subjected to the comprehensive & integrated testing by the System Integrator to ensure that the changes implemented in the mobile application meets the desired and specified requirements of EDCIL and doesn't impact any other function of the system.
- g) For any changes to the mobile application, System Integrator shall submit a document indicating proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.
- h) The System Integrator is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per latest industry standards and STQC guidelines and should incorporate necessary version control mechanism.

## **9.6 Maintenance and operations:**

- i. The Bidder shall ensure satisfactory performance of complete Application, allied Software, Interfaces & Accessories, for a period of 12 months from the date of Go-live of mobile application.
- ii. The bidder shall attend and get the defect/bugs removed in the mobile application as detected by SII team during the period of maintenance of 12 months from the date of Go-Live.
- iii. The Bidder hereby represents and warrants that (i) the Services as supplied, installed, tested and accepted; (ii) use of the Services in accordance with the contract; and (iii) Without limitation, the Bidder shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for Project execution

## **9.7 Licensing / copyright agreement:**

- i. EdCIL will retain the absolute right of ownership of the mobile application including all the data generated, transacted or stored in the application.
- ii. EdCIL will retain the right to grant any exclusive or non-exclusive license to use/reproduce/distribute the mobile application and its data to any third party.

## **10. Appendix I: Pre-Qualification & Technical Bid Templates**

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

### *Forms to be used in Pre-Qualification Proposal*

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting Declaration

Form 4: Conflict of Interest

Form 5: Power of attorney

### *Forms to be used in Technical Proposal*

Form 6: Compliance Sheet for Technical Proposal

Form 7: Letter of Proposal

Form 8: Project Citation Format

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deviations

## Form 1: Compliance Sheet for Pre-qualification Proposal

Sl. No.	Conditions	Documents to be submitted	Ref Pg no.
1	<p>The Bidder should be a company incorporated in India for a minimum period of 5 years as on 1<sup>st</sup> April 2021 under the relevant Companies Act, 1956/LLP registered under LLP Act 2008 or 2013 and subsequent amendments thereto</p> <p>The Bidder should be registered with the GST Authorities in India with active status.</p>	<ol style="list-style-type: none"> <li>1. Self attested copy of certificate of incorporation</li> <li>2. Self attested copy of GST certificate</li> </ol>	
2	<p>The Bidder should have minimum average annual turnover of INR 30 Crores during last 3 financial years i.e. 2018-19, 2019-20 and 2020-21</p>	<ol style="list-style-type: none"> <li>1. Certificate by Chartered Accountant</li> <li>2. Audited Balance Sheets</li> </ol>	
3	<p>The Bidder shall have a positive net worth for the 3 financial years (i.e. 2018-19, 2019-20 and 2020-21)</p>	<p>Statutory auditor's/ CA's certificate mentioning registered positive net worth along with copy of audited balance sheets and profit and loss accounts.</p>	
4	<p>The Bidder must have experience of developing at least one mobile application on major mobile platforms (Android/IOS) in last 3 years as on 01st April 2021.</p>	<ol style="list-style-type: none"> <li>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</li> <li>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</li> <li>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</li> </ol>	

Sl. No.	Conditions	Documents to be submitted	Ref Pg no.
5	The Bidder must have experience of providing IT services in the education sector for a minimum period of 5 years as on 01st April 2021.	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	
6	The Bidder must have experience of developing at least one Mobile app on major platforms((Android/IOS)) for the public sector units (PSUs) / government departments in India, in the last 3 years as on 1st April 2021.	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	
7	The Bidder should have an office in Delhi / NCR.	Self-Attested relevant document to be submitted along with the bid	
8	The Bidder shall not have been blacklisted or debarred from tendering by Govt. of India and/or any State Government and/or any Central/State PSU at the time of bid submission date.	Affidavit for not being blacklisted, signed by the authorized signatory of the Bidder as per Appendix 1: Form 3	
9	The Bidder should be CMMI DEV 3 certified.	Self-attested certificate from authorized signatory to be submitted along with the bid.	

**Form 2: Particulars of the Bidder**

<b>S. No.</b>	<b>Bidder Details</b>	<b>Response</b>
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST /PAN	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
9	Other certifications from such authorities such as CMMI/NAASCOM etc.	

### Form 3: Non-Blacklisting Declaration

(On non-judicial stamp paper of INR 100)

To:

Chief General Manager  
(SII)  
EdCIL(India) Limited  
18A, Sector 16A, Noida – 201301

**Subject:** Declaration of non-blacklisting for Selection of system integrator for Development of mobile application for “Study in India” program

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP No: \_\_\_\_\_ dated \_\_\_\_\_ for Selection of system integrator for Development of mobile application for “Study in India” program.  
In accordance with the above we declare that:

- a) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment
- b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,  
[BIDDERS NAME]

Name

Title

Signature

Date

Location

#### **Form 4: Conflict of Interest**

To  
Chief General Manager  
(SII)  
EdCIL(India) Limited  
18A, Sector 16A, Noida – 201301

**Subject:** Declaration of no conflict of interest for Selection of system integrator for Development of mobile application for “Study in India” program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for development of mobile application for “Study in India” program pursuant to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare the following:

- a) We will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL (India) Ltd, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract
- b) We further undertake that we have 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 EdCIL (India) Ltd 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 dis-favour to any person in relation to the contract or any other contract with the Government
- c) We further confirm and declare that we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to EdCIL (India) Ltd or any of its functionaries, whether officially or unofficially to the award of the contract to us, 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
- d) We, 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 EdCIL (India) Ltd 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

e) We 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

f) We will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities

g) We shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by us as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier

h) We also undertake to exercise due and adequate care lest any such information is divulged

i) We commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts

j) We shall not instigate or cause to instigate any third person to commit any of the actions mentioned above

k) If any employee of ours or any person acting on behalf of us, either directly or indirectly, is a relative of any of the officers of EdCIL (India) Ltd, or alternatively, if any relative of an officer of EdCIL (India) Ltd who is involved in the bid process has financial interest/stake in our firm, the same shall be disclosed by us at the time of filing of tender

l) We shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of EdCIL (India) Ltd

m) For the purposes of clauses (k) and (l), the listed words shall have the ascribed meanings as follows: • “employee of ours or any person acting on behalf of us” means only those persons acting on behalf of us who are involved in the bid process / Project

- “officers/employee of ours”, means only those persons who are involved in the bid process / Project

- “financial interest/stake in our firm” excludes investment in securities of listed companies

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Form 5: Copy of Board Resolution / Power of Attorney**

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by

the..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2021.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

(Signature, name and address)

(Signature, name and address) Notarized

Accepted

.....

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

Notes:

The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy as it carries a conforming Apostle certificate

### Form 6: Compliance Sheet for Technical Proposal

Sr. No.	Criteria for evaluation	Maximum Marks	Documents to be submitted	Ref Pg no.
1	<p>The Bidder should have minimum average annual turnover of INR 30 Cr. during financial years 2018-19,2019-20 and 2020-21</p> <ul style="list-style-type: none"> <li>• For turnover greater than or equal to INR 30 crores and less than INR 60 crores: 5 marks</li> <li>• For turnover greater than or equal to INR 60 crores: 10 marks</li> </ul>	10	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts	
2	<p>The Bidder should have live and operational mobile applications (India/Global) of type Government / eCommerce / Banking, Financial services and Insurance (BFSI), Enterprise/ FMCG /Education</p> <ul style="list-style-type: none"> <li>• Marks for each app : 5</li> </ul>	20	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	

3	<p>The Bidder should have experience of providing IT services to educational institutions or government organizations for increasing international student recruitment</p> <ul style="list-style-type: none"> <li>• Marks for each contract : 5</li> </ul>	10	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 9 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	
4	<p>All eligible bidders to demonstrate one of their existing mobile apps developed by them.</p> <p>Score Breakup-</p> <ul style="list-style-type: none"> <li>• <b>UI/UX Capabilities:</b> Authentication, Registration, User flow, Navigation, Page Load Time, Page Scroll Speed, Responsiveness across form factors, off line capabilities – 4 marks</li> <li>• <b>Discovery:</b> Advanced search, sort and filters – 4 marks</li> <li>• <b>User Engagement:</b> Notifications, Attention screens, Splash Screens, Ratings, Feedbacks, Chat etc. – 4 marks</li> <li>• <b>Forms:</b> Multipage forms, Error handling, Preview etc. – 4 marks</li> <li>• <b>Native Features:</b> GPS (Geo-Location), Camera etc. – 4 marks</li> <li>• <b>Multimedia</b> – 3 marks</li> <li>• <b>File Handling</b> – 2 marks</li> </ul>	25	<p>Demo to be conducted on date specified by Purchaser</p>	

5	<p>Team Composition on bidder's payroll</p> <p>Team Construct along with score breakup-</p> <ol style="list-style-type: none"> <li>1. Project Manager – 8 Marks</li> <li>2. Business Analyst – 4 Marks</li> <li>3. UI/UX designer – 2 Marks each</li> <li>4. Database Administrator – 2 Marks each</li> </ol>	20	<p>CVs to be submitted in as per the format in Appendix 1 : Form 11</p> <p>The submitted CVs will be scrutinized by EdCIL and if not found suitable then the bidder must share the alternate resources.</p> <p>If awarded, the same individuals would have to report to the project/deployed on the project, if required. In case of an exception, an exemption would have to be taken from EdCIL duly replacing the resource with another resource of equal or better competence.</p>	
6	<p>Concept, Innovative ideas and Strategy for mobile application development for Study in India (*<b>Note</b>-Bidders need to make a presentation and handover the copy of the presentation)</p> <ol style="list-style-type: none"> <li>1. Perform market research to understand the SII operations and scope of work mentioned herewith and recommendations on best practices for Study in India mobile application – 3 Marks</li> <li>2. Sector specific (international student education) competence to be demonstrated - 4 Marks</li> <li>3. Quality of approach and methodology – 4 Marks</li> <li>4. Work Plan &amp; Strategy for strictly adhering to timelines – 4 Marks</li> </ol>	15	<p>Evaluation will be based on the quality of submissions and relevance to terms of reference.</p>	
	<b>Total Marks</b>	<b>100</b>		

**Form 7: Letter of Proposal**

To  
Chief General Manager  
(SII)  
EdCIL(India) Limited  
18A, Sector 16A, Noida – 201301

**Subject:** Submission of the technical bid for Selection of system integrator for Development of mobile application for “Study in India” program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for Selection of system integrator for Development of mobile application for “Study in India” program pursuant to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

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

Yours sincerely,  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_

### Form 8: Project Citation Format

Sr. No.	Items	Details
<b>General Information</b>		
1.	Client Name	
2.	Name of the contact person and contact details for the client of the assignment	
<b>Project Details</b>		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY No. of man-months in the project	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment No. of man-months in the project (for each staff deployed)	
<b>Size of the project</b>		
7.	Total Cost of the project	
8.	Period of contract	
9. Narrative Description of the Project		
10. Documentary Proof and necessary details		
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>		

**Bidder:**

**Signature** -----

**Name** -----

**Designation** -----

**Company Seal** -----

**Date** -----

**Form 9: Team Composition**

Name of Staff	Qualification	Experience	Position Assigned

Study in India

### Form 10: CV of Key Personnel

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
10	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</i>			
11	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. Date:</p> <p>Place    Signature of the Authorized Signatory</p>			

**Form 11: Deviations**

<Location, Date>

To  
Chief General Manager  
(SII)  
EdCIL(India) Limited  
18A, Sector 16A, Noida – 201301

**Subject:** Deviations in RFP for Selection of system integrator for Development of mobile application for “Study in India” program

Dear Sir:  
We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

**A - On the Terms of reference**

Suggest and justify here any modifications or improvement to the Scope of Work 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.

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

**B – Any other areas**

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

Yours sincerely,  
  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## 15. Appendix II: Financial Proposal Templates

### Form 1: Covering Letter

<Location, Date>

To  
Chief General Manager  
(SII)  
EdCIL(India) Limited  
18A, Sector 16A, Noida – 201301

**Subject:** Submission of the financial bid for Selection of system integrator for Development of mobile application for “Study in India” program

Dear Sir/Madam,

We, the undersigned, offer to provide services for Selection of system integrator for Development of mobile application for “Study in India” program in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of INR\_\_\_\_\_.

This amount is exclusive of taxes.

#### 1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.

We hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

#### 2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### 3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

#### **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction

#### **1. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

#### **6. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

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.

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Yours sincerely,

**Form 2: Financial Bid Format**

<b>Sr. No.</b>	<b>Description</b>	<b>Amount (in INR) (Excluding taxes)</b>
1	Development of mobile application for "Study in India"	
2	Operation and maintenance support (for 1 year, starting from the date of Go-Live)	
3	*Change request rate (INR per manhour: Unit Rate)	

**Amount in words:**

**Note:**

1. The financial proposal for evaluation process shall be worked out based on sr. no. 1 & 2.
2. Sr. no. 3 would not be considered for evaluation purpose.
3. All incidentals, travel, allied expenses if any, to be included as part of the above costs.
4. Taxes to be paid extra as per applicable.
5. EdCIL would be free to obtain the tax breakup for internal tax compliance purpose.
6. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.
7. Any expense incurred due to the purchase of license/subscription of any other 3rd party application to be borne by the System Integrator.
8. The credit period would be 45 days from the invoice date. However, it would depend upon satisfactory completion of the deliverables.
9. The amount to be quoted in the financial bid should be exclusive of taxes. The taxes would be paid extra as applicable.
10. EdCIL may choose to continue with the operations and maintenance support for an additional period of up to 3 years at the same annual rate as mentioned in sr. no. 2 or as agreeable rate between EdCIL and the agency on boarded

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal:

**Annexure – 11**

**Name of the Bank: -----**

To  
CGM (SII)  
EdCIL (India) Limited  
  
EdCIL House, Plot 18 A  
Sector 16A, Noida  
UP – 201301  
INDIA

**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 Service Provider" for the work..... . (here in after called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for INR .....only) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

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

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

3. (a) We ..... (indicate the name of Bank) further undertake to pay to the

EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We, ....., (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by.....(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) 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 service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any aberrance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid 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 Rs..... ( Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:

For (indicate the name of bank)

Signature of Banks Authorized official

Designation with Code No. -----

Witness:

1. Name \_\_\_\_\_ & Full Address \_\_\_\_\_

2. Name \_\_\_\_\_ & Full Address \_\_\_\_\_

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2021, between, 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 **Development of mobile application for “Study in India” Project** and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document NIT No. **EdCIL/SII/ Mobile-App Development/ dated \_\_\_\_\_ 2021.**

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 Education 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 NIT No. **EdCIL/SII/ Mobile-App Development/ dated \_\_\_\_\_ 2021** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.
  - 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

### **3. Commitments of Bidders**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

#### **4. PREVIOUS TRANSGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

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

#### **5. EARNEST MONEY DEPOSIT (EMD)**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of INR 6 Lakhs as Earnest Money Deposit (EMD) with the EdCIL in the form of Bank Demand Draft in favor of EdCIL (India) Limited payable at Noida.

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

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

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

## **6 SANCTIONS FOR VIOLATIONS**

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

EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(I) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.

**8. 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.

**9. LAW AND PLACE OF JURISDICTION**

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

**10. 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.

**11. VALIDITY**

- The validity of this Integrity Pact shall be governed by the terms of the Tender NIT No. **EdCIL/SII/ Mobile-App Development/ dated \_\_\_\_\_ 2021** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including maintenance 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.
- 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.

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

EdCIL (India) Limited  
Name of the Officer  
Designation

BIDDER  
Chief Executive Officer/  
Authorized Signatory

Witness:

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

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

Witness:

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

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

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