

REQUEST FOR PROPOSAL TO DEVELOP INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION FOR NMM (NATIONAL MISSION FOR MENTORING) AND NPST (NATIONAL PROFESSIONAL STANDARD FOR TEACHERS) FOR NATIONAL COUNCIL FOR TEACHER EDUCATION, DELHI



EdCIL (India Limited)
A Government of India CPSE
EdCIL House, Plot No. 18-A, Sector-16 A,
Noida, U.P-201301
Tel: 0120-2970206, 2970207
Fax:0120-2970209

Registered Office:
Vijaya Building
5th Floor, 17- Barakhamba Road,
Connaught Place,
New Delhi, Delhi 110001

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

INDEX

Term of Reference & Definitions.....	6
CHAPTER-I.....	8
Request for Proposal	8
CHAPTER-II	10
Instruction to Bidders for E-Tendering.....	10
CHAPTER-III	14
General Instruction to Bidders.....	14
CHAPTER-IV	16
Scope of work	16
CHAPTER-V.....	37
Bid Evaluation Process.....	37
Chapter-VI.....	44
Timeline & Payment terms	44
CHAPTER-VII.....	47
Contract	47
ANNEXURE-I	66
Declaration sheet	66
ANNEXURE-II.....	67
Letter of bid submission	67
ANNEXURE III	69
Undertaking	69
ANNEXURE IV	70
Annual Average Turn Over: -.....	70
ANNEXURE-V.....	71
Details of Projects Completed During Last 5 years.....	71
ANNEXURE-VI	72
Power of Attorney.....	72
ANNEXURE – VII.....	74
Performance Bank Guarantee Format	74
ANNEXURE-VIII.....	77
Proforma Pre Contract Integrity Pact	77
ANNEXURE -IX	85
Tender Compliance Sheet.....	85
ANNEXURE - X.....	87
Appendix: Requirement of Key Personnel.....	87

ANNEXURE – XI	90
Bank Guarantee towards Bid Security (EMD)	90
ANNEXURE-XII	91
PERFORMA FOR DECLARATION	91
Annexure XIII	92
LIST OF AUTHORISED BANKS FOR BG	92
Financial Bid	93
Instructions to Bidders.....	93
Financial Bid Submission Form	94
Form-1	95

Term of Reference & Definitions

Term	Definition
Authorized Signatory	The bidder's representative (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 from the Competent authority of the respective Bidding Supplier.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any Supplier responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered between EdCIL (India) Ltd. and the selected bidder(s) in terms of clauses mentioned
Supplier/Contractor	"Supplier/Contractor" means any company that stands winner of the RFP "Request for Proposal to Develop Integrated Digital Infrastructure Application for NMM (National Mission for Mentoring) and NPST (National Professional Standard for Teachers) for National Council for Teacher Education, Delhi
Day	"Day" means a working day as per rules of EdCIL (India) Ltd.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.

UAT	User Acceptance Testing
RFP	“RFP” means the Request for Proposals
Order	“Order” shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean National Council for Teacher Education located at Dwarka, where the items are to be supplied, installed, and commissioned.
EdCIL/Purchaser/Owner	“EdCIL/ Purchaser/Owner” shall mean EdCIL (India) Limited.
NCTE	National Council for Teacher Education, G-7, Sector-10, Dwarka, Near Metro Station, New Delhi – 110075, is the institute where Integrated Digital Infrastructure Application has to be implemented as per the scope of work.
NCTQ	National Central for Teaching Quality
NMM	National Mission for Mentoring
NPST	National Professional Standards for Teachers
MOE	Ministry of Education
PAB	Project Approval Board
NIC	National Informatics Centre
GOI	Government of India
BG	Bank Guarantee
DD	Demand Draft
UMI	Unified Mentoring Interface

CHAPTER-I
EDCIL (INDIA) LIMITED
(A GOVT. OF INDIA MINI RATNA CATEGORY-I CPSE)
Request for Proposal
(E-Tendering mode)

Name of work	Request for Proposal to Develop Integrated Digital Infrastructure Application for NMM (National Mission for Mentoring) and NPST (National Professional Standard for Teachers) for National Council for Teacher Education, Delhi
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	20 December, 2023
Document Download Start Date	20 December, 2023
Document Download End Date and Time	12 January 2024 at 12:30 Hrs
Date for Pre-Bid Conference and Time	26 December 2023 at 15:00 Hrs
Bid queries should reach by	25 December 2023 at 17:00 Hrs Bid queries received later than the date and time shall not be entertained.
Venue of Pre-Bid Conference	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
Last Date and Time for receipts of Bids	12 January 2024 at 13:00 Hrs In case of Holiday is declared by the appropriate Govt. on the day of the event, the same will be held on the next working day at the same time & Venue.
Date and Time of Opening of Technical Bids	12 January 2024 at 15:00 Hrs
Bid document Fee	NIL
Earnest Money Deposit	Rs.3,00,000/- (In form of BG/Demand Draft/Direct Bank Transfer) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders.
No. of Covers	02 (Two Packets)

Bid Validity days	90 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	10% of the total work value and required to be submitted within 15 days from the date of issue of LOA.
Place of actual Implementation	NCTE, G-7, Sector-10, Dwarka, Near Metro Station, New Delhi – 110075
Email Address	To: destenders@edcil.co.in kssahni@edcil.co.in

1. Tender document shall be downloaded from electronic tender portal and link for the same is available at EdCIL Tender web page as well as website ([NCTE official website](#)). Interested bidders must register themselves at e-Tender Portal before submission of their bid and advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the E- tendering portal).
3. Bidders are advised to visit the EdCIL (India) Ltd. website and/or NCTE Web Portal ([NCTE official website](#)) regularly for getting any new information related to the tender. Reply to Pre-Bid queries, Corrigendum and addendum shall be displayed on NCTE web Portal/EdCIL website/e-tendering website (<http://www.tenderwizard.com/EdCIL>). The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload them with the tender document. All the documents must be duly signed and stamped.

Chief General Manager (DES)
EdCIL (India) Limited

CHAPTER-II

Instruction to Bidders for E-Tendering

1. Offline Document Submissions:

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at EdCIL's corporate office before due date and time of online tender opening.

Address: 18 A, EdCIL House, Film City, Sector 16A, Noida, Uttar Pradesh -201301

- a) EMD in the form of Demand Draft/BG/Direct Bank Transfer.
- b) Original copy of the power-of-attorney.

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

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

2. Online Document Submissions:

The Online bids (complete in all respect) must be uploaded online in two envelopes as explained below: -

Envelope – 1			
(Following documents to be provided as single PDF file)			
S.No.	Documents	Content	File Type
1.	Technical Bid	Organization Declaration Sheet as per Annexure-I	pdf
2.		Supporting documents as per requisite Annexure	pdf
3.		Tender Compliance Annexure	pdf
Envelope-2			
S.No.	Documents	Content	File Type
1.	Financial Bid	As per financial bid format	pdf

3. 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 adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering

process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EdCIL>.

- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EdCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering 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> as well as on EdCIL's website/NCTE website.
- 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 agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EdCIL.
- 7) It is mandatory for the bidders to get their Supplier registered with e-procurement portal of EdCIL (INDIA) LTD., i.e. www.tenderwizard.com/EdCIL to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-
---	---------------------------------	------------

(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- I. Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- II. Bidders are advised to change the password immediately on receipt of activation mail.
- III. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

- 8) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** <http://www.tenderwizard.com/EdCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
- 9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk	
Telephone /Mobile	Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
E-mail ID	To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in & kssahni@edcil.co.in

4. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum/addendum published on the portal 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 be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

5. 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 solely responsible for any delay in uploading of bid within the stipulated time.

- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the 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 and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- V. The server time 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. 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.

6. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk	
Telephone /Mobile	Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
E-mail ID	To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in & kssahni@edcil.co.in

7. Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit documents as mentioned in the **Clause 1 (Chapter 2)**

8. MINIMUM REQUIREMENTS AT BIDDER'S END

- Computer System having configuration with minimum Windows 7 or above, and Internet connectivity.
- Digital Certificate(s).

CHAPTER-III

General Instruction to Bidders

1. **Due date:** The tender must be submitted before the due date. The offers received after the due date and time will not be considered.
2. **Preparation of Bids:** The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the financial bid in the given PDF/Online format.
3. **Language of Proposal:** The proposal prepared by the Supplier and all correspondence and documents relating to the RFP exchanged by the bidder and the NCTE shall be written in the English language, provided that any printed literature furnished by the Supplier 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.
4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the NCTE and NCTE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Supplier is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Supplier's risk and may result in the rejection of the bid.

5. **EMD:** The bidder should enclose EMD (as mentioned above in Earnest Money Deposit column) in the form of Bank Guarantee/ Demand Draft/ Direct Bank Transfer.
 - In case of Direct Bank Transfer, NEFT/RTGS to the bank details for the transfer of funds is as below:

Bank Name - BANK-SBI-DELHI 36830596465

A/c No.- 36830596465

Branch & IFS Code - New Delhi & SBIN0000691
 - In case of Demand Draft, The Bidder should submit EMD through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at Noida from any Scheduled Commercial Bank.

- In case of BG, EMD to be submitted as per Annexure-XI from Scheduled Commercial Banks (Annexure- XIII). The BG should be valid till 90 days after the bid validity date.

Note:

- The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered.
- Bidders registered with MSME/Startup and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs/Startup are advised to submit their financial solvency certificate issued not earlier than 6 months from the last date of bid submission.

6. Refund of EMD:

- i) The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
- ii) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- iii) In Case of Successful Bidder, the EMD shall be retained till the submission of PBG.

7. Acceptance/ Rejection of bids:

- i) EdCIL (India) Limited reserves the right to reject any or all offers without assigning any reason.
- ii) EdCIL (India) Limited reserves right to take decision according to requirement of NCTE, Delhi and no claim on whatsoever ground shall be entertained from any of the bidder.

8. Amendment in Tender Document:

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

The amendment will be notified on online tender portal/ EdCIL's website/Tender wizard/NCTE Web portal for the prospective bidders which shall be binding on them.

CHAPTER-IV

Scope of work

1. Introduction:

Educational Consultants India Limited (hereinafter called **EdCIL**), is the only Central Public Sector Enterprise under the administrative control of the Ministry of Education, Government of India. EdCIL (India) Ltd. offers consultancy and project management support services in the areas of Education and Human Resource Development in India and abroad and is an ISO - 9001 – 2015 & 14001 - 2015 certified firm. EdCIL (India) Ltd. has over three decades of experience in conceptualization/setting up of premier educational institutions including IITs, IIMs, IIITs, Central universities and other various institute of national importance. EdCIL (India) Ltd. has successfully completed several national and international projects in diverse areas of education, funded by Central & State governments, foreign Governments and other international funding agencies.

NCTE, as a statutory body of Government of India, came into existence in pursuance of the National Council for Teacher Education Act, 1993 on 17th August 1995 with the mandate to achieve planned and coordinated development of teacher education throughout the country and to govern the regulation and proper maintenance of norms and standards for teacher education. The organization has a pan-India jurisdiction and comprises of various divisions along with 4 Regional Committees namely Northern Regional Council (NRC), Eastern Regional Council (ERC), Southern Regional Council(SRC) and Western Regional Council(WRC) .which are all stationed in New Delhi. The gamut of functions performed by NCTE is very broad covering all the teacher education programmes e.g. Diploma in Elementary Education (D.El.Ed.), Bachelor of Education (B.Ed.), Master of Education (M.Ed.) etc. It includes research and training of students-teachers for equipping them to teach at foundational, preparatory, middle and secondary level of the new school system in alignment with NEP 2020.

NCTE has been given a very significant role and has taken up various national mandates such as Integrated Teacher Education Programme (ITEP), National Professional Standards for Teachers (NPST) and National Mission for Mentoring (NMM). Revision of other teacher education programmes i.e. regulation, curricula and digital architecture are being undertaken by NCTE in line with NEP 2020. With such initiatives NCTE not only strives for the professional development of teachers but also aims to achieve the goal of quality teacher education in our country. The NEP 2020 envisages a paradigm shift in the role of teachers with particular emphasis on pre-service teacher education and in-service teacher capacity building.

NATIONAL MISSION FOR MENTORING (NMM)

- NMM, as envisaged in Para 15.11 of NEP 2020, talks about the creation of a large pool of outstanding senior/retired professionals willing to provide mentoring to school teachers, school leaders etc.
- These potential mentors, regardless of the age or position of the mentor and mentee, will contribute towards realizing 21st century developmental goals of our nation. The NMM underlines the importance of the short and long-term mentoring/professional support in various modes - online, hybrid, physical, synchronous, asynchronous.
- It brings an opportunity to leverage cross learning amongst different individuals leading to their continuous professional development. Mentoring is a process for the informal/formal transmission of knowledge and the psycho-social support perceived by the recipient as relevant to work, career, or professional development.
- It has been piloted in 25 central schools that include (15 KV & 10 JNV) & and 5 CBSE recognized schools throughout the country.
- For implementing NMM, an IT platform, aligned with NDEAR, is being developed as which will serve as an interface between a mentor and a mentee and for the initial roll out in pilot mode. This will be operational from the proposed National Centre for Teacher Quality (NCTQ) which is being established in NCTE for joint operation of NMM & NPST. Capacity building of the pilot schools for creation of more resource persons will be carried out.
- In the next phase, it is proposed to scale up this NMM and roll it out for all central/state schools across the country. Further it is proposed to carry out the capacity building of mentors for better results. Continuous research, analysis and evaluation will be carried out for effective implementation of NMM.

IMPORTANCE OF MENTORING

- Many teacher professionals fail to move ahead in their career progression even while excelling at their jobs because they lack some important competencies. However, a mentor can help to enhance the professional development by excising extra-role skills etc., being a part of a mentoring relationship can be transformational for early years of career.
- Mentors can act as role models for desired behaviours, which often includes communication skills. Interaction between the mentor and mentee gives the mentee an opportunity to observe the mentor and adapt some effective behaviours.
- The benefits of mentoring also include growing mentees professional network. Mentors can help new mentees broaden their own network by making them introduce and connecting them with other individuals who can help the mentee advance in their career advancement.
- Often, early career professionals can lack self-awareness, and do not have a good understanding of their professional strengths and weaknesses. Mentors can also be helpful in identifying critical skills for potential future roles for the mentee. Mentors can help uncover

these professional blind spots, which can help professionals target their developmental efforts.

- Mentors help young professionals to develop a broader perspective, For a professional who wants to advance in their career, developing a meaningful mentoring relationship can be meaningful. The benefits of mentoring are worth for continuous career development and growth.

NATIONAL PROFESSIONAL STANDARDS FOR TEACHERS

- The National Professional Standards for Teachers (NPST) as envisaged in Para 5.20 of NEP 2020 aims for equitable access to the highest-quality education for all learners. The National Professional Standards for Teachers (NPST) is a public statement of what constitutes teaching quality and what is required to improve the educational outcomes of students in India. The Professional Standards are a set of guiding statements that define the expectation of the role of a teacher at different levels of expertise at different stages of a career. The standards also define what effective teaching looks like and what competencies are required to practice as a teacher in 21st century schools at each stage of teaching career.
- The framework of the Professional Standards for teachers draws on the articulations, explicit and implicit, regarding qualities of good teachers and good teaching. Teacher knowledge and teaching practice (prior, during and after a class) are inter-related domains and both of these are related to beliefs, skills, communication capabilities, professional identity, ethics, values and dispositions. The Standards identified in the NPST are (1) Core Values and Ethics (2) Knowledge and Practice (3) Professional Growth and Development in which Teachers as professionals need to value their professional identity and constantly make efforts to grow and develop their capacities in the subject of their domain.
- As per NEP 2020, every teacher must attend at least 50 hours of CPD in a year. These CPD hours may be used by teachers to plan their professional development on NPST domains. In order to achieve progress / career growth from one level to another, teachers need to do capacity building programmes organised in the form of workshops, courses of study and opportunities to learn new knowledge, practices or develop new skill areas and competencies, develop allied competencies leading to new career pathways. Thus, it is an important opportunity to learn both new areas as well as to develop greater expertise.

So far implementation and impact evaluation is concerned, the NPST document has been piloted in 75 central government schools (KVS/JNV/CBSE, etc.) A comprehensive teaching skills framework shall comprise for the following purposes:

- Defining the expectations of the role of teachers at different levels of expertise/stage
- Designing the initial professional preparation as well as continuing professional development of teachers
- Clarifying the competencies required by teachers.
- Explaining the performance criteria for each career stage
- Managing teachers' careers, including tenure (after the probationary/tenure track period)
- Addressing the professional development pathways

- Giving the guidelines in conducting/undertaking performance appraisals (for salary increases, promotions, and other recognitions)
- Streamlining the Teacher Evaluation

2. Project Objectives

NCTE is looking forward for Application Design, Development, Assessment, Enhancement, and Maintenance of NPST & NMM Integrated Digital Infrastructure (NMM & NPST) for 1 Year Pilot Program. NCTE has expectation of making the portal search engine for Schools of India (Data available on UDISE/MoE). The portal and app should be integrated with UDISE Platform for taking data of schools.

3. General Scope of Work:

EdCIL shall work as a "Turnkey Project Management Consultant" for setting up of a National Center for Teacher Quality (NCTQ). Bidder shall conduct a detailed study and undertake the work of implementation of an Integrated Digital Infrastructure Application for NMM (National Mission for Mentoring) and NPST (National Professional Standard for Teachers) at National Council for Teacher Education in consultation with NCTE authorities. For Establishment of Digital Infrastructure for NCTQ which includes Application Design, Development, Assessment, Enhancement and Maintenance (NPST + NMM Integrated digital Infrastructure) i.e. Creation of NDEAR compliant digital Platforms following Programmatic Norms for works are to be followed:

3.1 For NPST

- Teacher Repository integration with NIC
 - Collection of all data (Profile: Name of the Teacher, Date of Birth, Mobile No., Email Address, Years of Experience, Highest qualification, no. of trainings attended, no. of certifications, etc.) relevant to teachers across the different types of schools in India.
 - Their current status and parameters relating to promotions, subjects, responsibilities, etc.
 - Tools to reflect the level of competency of the teacher.
 - Platform for easy uploading and sharing of teaching resources, pedagogical research, approaches, and ideas.
 - Platform to share innovation and strategies for the purpose of helping each other and gain acknowledgement/insights of the same.
 - Accessibility to view, download, uploads, share and browse the very best ideas shared by the teachers.
- Learning repository
 - Courses undertaken by teachers during their tenure.
 - Records on new learning through the no. of mentoring sessions attended, or in-service training completed, etc.
 - Tools to search, retrieve, publish data related to Teachers.
 - Platform for evident sharing (videos, presentations, other resources).

- Credential Management
 - Maintaining the credits teacher gains for completing every course, in-service training done, certification achieved, etc.
 - The credit score becomes the base for promotions, increments, etc.
- Assessment for NPST (Self and Mentored)
 - Tools to be made dynamic for teachers to register their responses.
 - assessment framework to be embedded in the Tools for getting the desired information.
- NPST digital Scheme for implementation
 - Ensuring the tools are rolled out in a particular order with respect to the developed assessment framework.
 - Scaling-up of NPST for all teachers.
 - To ensure an inclusive reading and learning platform for Teachers wherein there is accessibility of all the scheduled languages.
- Institution and Program Management
 - Collecting and organizing the information on teachers with reference to teachers teaching in a particular school
 - Developing and re-structuring the tools for timely analysis and up gradation.
 - Management of the tools as and when required.
 - Ensuring effective coordination and communication amongst Institutions/Schools.
- Self-learning Service with DIKSHA/NISHTHA portals
 - Accessing the data from DIKSHA/NISHTHA portals
 - Scope for Teachers to share/upload their own resources/learning material for NCTE to review and allow for wider circulation through its portal.
- Repository for Evidence of Learning/Training/CPD
 - Upgradation of details of teachers as and when they undergo training sessions for CPD.
 - Display of the credits in the Teacher's profile to help them in the process of their self-assessment.
 - *Provision of evidence uploading*
 - Integration of Assessment framework for the Tools
 - For ensuring correct analysis reports are generated for the tools submitted by the teachers
 - Making the necessary changes in the frameworks till the tools aren't finalized.
- Creation of e-portfolios for teachers to enlarge the scope of teachers understanding in each domain and standard.
 - Score allocation to teachers in each domain
 - Addition of scores and evidence as and when teachers gain new certification/complete courses.
- Mechanism for teachers to retrieve their scores and performance on various competencies.
 - A report card/ performance certificate like document shared with the teacher

once/twice a year.

- Self-assessment tools
 - Scoring/database/rechecking of the scores attained by teachers in the self-assessment.
- Developing database of Teachers record
 - Integrating teachers' previous records into the newly developed system-previous activities, certifications, courses attended, etc.

3.2 For NMM and Registration of Mentors & Mentees

- Mentee Interface (App/Website/Other Solutions)
 - Mentees can use this interface to discover mentors and sessions based on their interests and needs. They can enroll in mentoring programs that interest them. Mentee Profile-Full Name, Contact number, Email ID, Government ID(Proof of Date of Birth and Address), Passport-Sized Photograph, Gender(Male/Female/Other, State of residence (in India), Block, District, City of Residence, Pin Code, Language Proficiency (1st Preference, 2nd Preference, 3rd Preference, 4th Preference), Experience(education professionals) Academic qualification, Type of school management , name of school, classes taught, subject of teaching, current level of teaching
 - Basic Mentor Profile-
 - Session planning.
 - Mentoring Domains with mentors' profile
 - Chat box /Queries
 - Feedback & Rating of session/mentors
 - Reporting on the sessions attended.
 - Resolve/Pending Queries
- Mentor Interface (App/Website/Other Solutions)
 - Mentors use this interface to plan their interactions/ sessions with mentees. They can also get insights and analyses of the various interactions done over time.
 - Profile-Full Name, Contact number, Email ID, Government ID (Proof of Date of Birth and Address), Passport-Sized Photograph, Gender (Male/Female/Other), State of residence (in India), Block, District, City of Residence, Pin Code, Language Proficiency (1st Preference, 2nd Preference, 3rd Preference, 4th Preference), Experience (education professionals),
 - Basic Mentor Profile (Name, Contact and educational details, etc.)
 - Sessions Profiling
 - Document Upload
 - Create session
 - Host Session
 - Feedbacks & Ratings
 - Resolve/Pending Queries

- Mentoring Taxonomy-
 - A national mentoring taxonomy will be developed and be embedded as part of the national infrastructure. This taxonomy will cover key aspects such as mentor characteristics, mentoring topics and interaction mediums.
- Unified Mentoring Interface (UMI) Gateway:
 - The Unified Mentoring Interface would enable interoperability of diverse Mentoring Services/ solutions there by opening up the discovery of Mentors/programs across diverse services. ULI aims to streamline Learning/Mentoring services by creating an open network built on open protocols.
- App Registry:
 - This includes a registry of all mobile apps, web portals and other solutions which use the Interface.
- Service Registry:
 - This includes a registry of mentoring systems (applications) which are subscribed to the gateway.
- External Registry:
 - This includes different decentralized trusted registries (from academics bodies, state department and CSOs) of verified mentors in the ecosystem.
- Mentoring Service:
 - The micro service on the infrastructure would enable mentors to plan their sessions and enable key interactions between mentor and mentee.
- Development of database for NMM providing assistance to readers to know about mentorship programs and related aspects.
 - Introduction program about all the phases as informed by NCTE.
 - Updating with country wide roll out information provided by NCTE.

3.3 Requirement, Finalization and Approval

- Getting details of all requirements for the two projects, finalizing on the requirements and taking the necessary approvals

3.4 Application Development including Testing and Audit

- Development of application for both the programs
- Ensuring device compatibility
- Ensuring compatibility of mobile applications with different operating systems i.e., iOS, android, any other that is available.

3.5 SMS, out-bound calling etc. required in context of below:

- Services required to get teachers registered on the NCTE portal for teachers' repository.
- Ensuring timely revision and up gradation of the teachers' data on the NCTE portal

3.6 Integration with third party software

- Software required for big data analysis and database -quantitative data analysis.
- Integration with other digital platform as required.
- For analysis of experiences and content-qualitative data analysis software

3.7 Standard software Licenses and support

- Licenses of the software for the data analysis software and necessary support needed for it

3.8 Training material development

- Integration and making the materials developed live and interactive (dynamic) for teachers to use.
- Collecting information on the materials used by teachers and preparing a report on the tools teachers have used the most and the least, periodically.
- Adding and revamping the tools/materials as per the revisions mentioned by the NCTE team.

3.9 Trainers

- Training the people to use the software and preparing the necessary reports for NCTE.

3.10 Hosting Infrastructure

- Hosting on Cloud
- Homepage & Dashboard (NCTQ, Teacher, Assessment & Evaluation, Admin Portal)
 - A dynamic dashboard which would have tabs on different aspects associated with two programs.
 - Mobile application of Kubernetes Cluster (with 10 services)
- 10 Docker and Containers
- Auto-Scaling of Containers

3.11 Technical Consultancy Service

- Conceptualization
 - How the deliverable be rolled-out, the gradual integration of all databases on teachers, learning resources, development of tools of NPST & NMM
- Development and Integration
- Project Management
- Monitoring, Review and Rating Support and Enhancement

3.12 Setting up of mobile applications for the above-mentioned work (NCTQ)

3.13 Scope of work shall also include any future digital education/management initiatives of NCTE.

4. Implementation NPST & NMM

The roll-out of the system includes identifying and registration of stakeholders and creating a registry for the teachers, then the next phase will be identified as stage of registered teacher through evidence and finally qualitative evaluation of the teachers will be done to fix their current stage.

The study report on piloting (NPST & NMM) will be integrated along with other details findings.

4(a) NPST

- Identification and registration of the target group (balanced mixed of stages, expertise)
- Application of standards and evaluation.



4(b). Creation of digital infrastructure

1. Teacher Repository
2. Learning Repository
3. Credential Management
4. Assessment (self and mentored)
5. Digital Schema
6. Program Management
7. Self Learning
8. Evidence Building

4.1 NMI (National Mentoring Infrastructure)

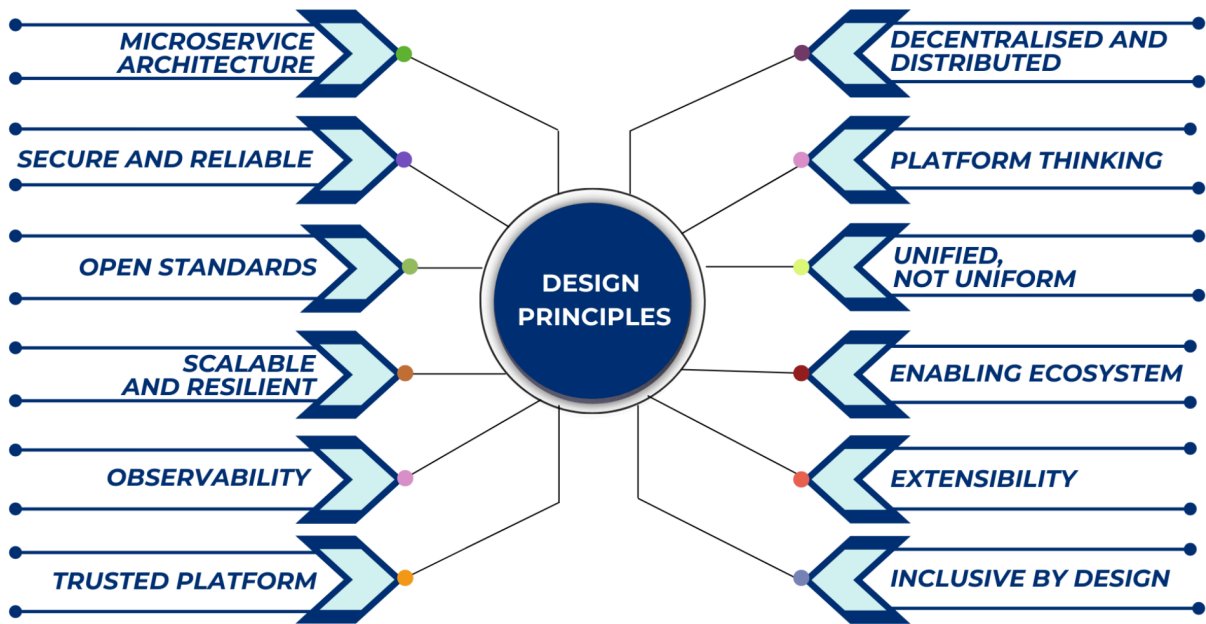
The National Mentoring Infrastructure (NMI) has been conceptualized as a set of open-source National Digital Education Architecture (NDEAR) Compliant modular building blocks designed for scale and reliability. Currently, there are no Open Protocols defined for the delivery of Mentoring Solutions/ Systems, resulting in several fragmented and disconnected mentoring solutions. Mentees have been using different solutions or systems to discover Mentors. The National Mentoring Infrastructure aims to overcome this shortcoming by defining and enabling the Unified Mentoring Interface. The Unified Mentoring Interface aims at enabling interoperability of diverse Mentoring Services and solutions thereby opening up the discovery of mentors, mentoring programs across diverse services. The National Mentoring Infrastructure aims at ensuring ease in the adoption of Mentoring Services and Solutions across varying contexts of both mentors and mentees. These features are reinforced at every step of its design including its design principles and technology components.

4.2 Design Principles

In this section, we focus on the digital infrastructure aspects of the NMI by specifying the underlying design principles. As platforms “distribute the ability to solve” to ecosystem actors, they need guidance in the form of basic principles and best practices for each such actor to create useful and relevant solutions. Principles, in turn, enable the creation of necessary Standards, Specifications, and Certifications, which can be developed across three contexts:

- People (Roles, Actions, Capabilities, etc),
- Process (Policy standards, working methodologies, Process standards, compliance certificates, etc), and
- Platforms, i.e. the underlying digital infrastructure (Open standards, Open APIs, Open reference applications, etc).

These principles serve as guardrails, ensuring that the variety of efforts that leverage and contribute to the mentoring infrastructure are widely aligned to each other.



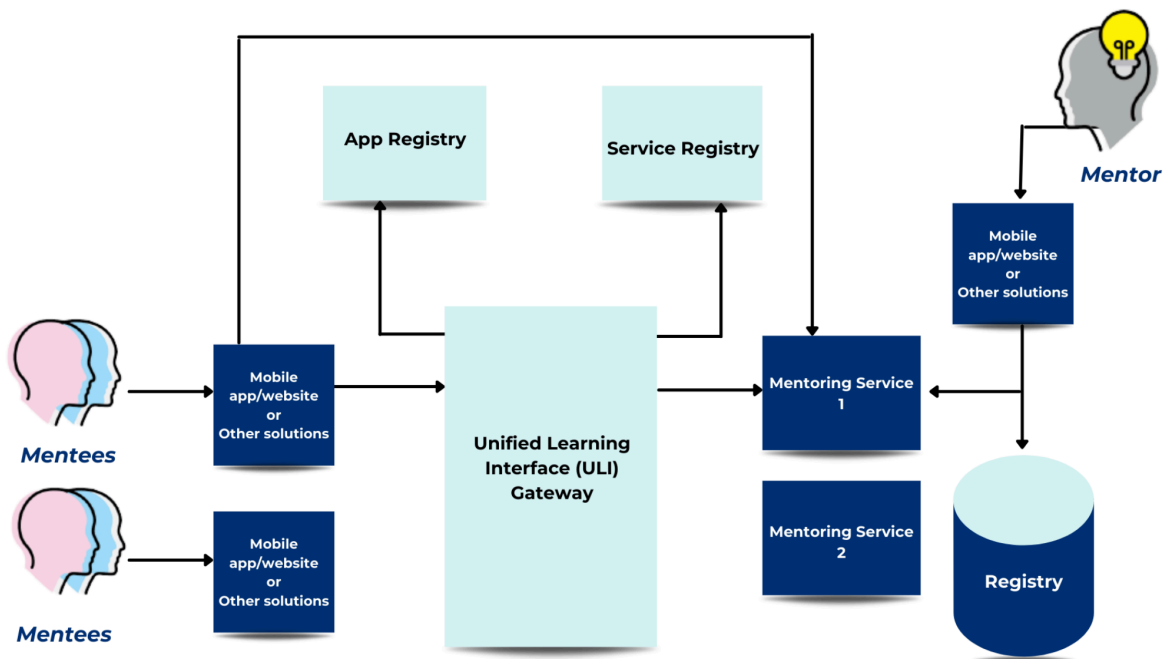
DESIGN PRINCIPLES

1. **Microservice Architecture:** To resolve for scale and diversity, modular Services can be bundled and unbundled as per need. This enables the evolution of functionality as per changing needs and context through loosely coupled microservices.
2. **Secure and Reliable:** Managing security and privacy is important and thus, is a critical part of the design. The infrastructure is designed to provide data enablement while ensuring data security and privacy for its users.
3. **Open Standards:** Open standards and interoperability are essential for the design of the infrastructure to ensure that it supports varying use-cases. The NMI is built using open protocols and APIs that ensure interoperability with no affinity to specific platforms, network technologies or languages. This is based on standards to provide interoperability. Open APIs will, therefore, support a wide range of diverse mentoring solutions built on heterogeneous technologies to work together.
4. **Scalable and Resilient:** To be able to scale for a large number of users in the ecosystem, scalability of operations will be ensured by Standardization and Horizontal scaling.
5. **Observability:** Observability of valuable information exchanged around mentoring interaction in the infrastructure will be realised through Telemetry. This is designed to capture all the events around Mentee / Mentors and make them available for consumption and Analytics.

6. **Trusted Platform:** The infrastructure aims at being a trusted platform to facilitate insightful as well as purposeful mentoring experiences for both parties mentors and mentees. This is done by ensuring authenticated and verified Mentors on the platform by leveraging credible registries and due diligence with the onboarding of mentors.
7. **Decentralised and Distributed:** The infrastructure is designed to enable applications and solutions to access and exchange data from re-centrally organised entities/repositories.
8. **Platform thinking:** The infrastructure allows the ecosystem of stakeholders (solution providers) to create and extend their solutions/services to work at a National Level.
9. **Unified and not Uniform:** The infrastructure is based on open standards which facilitate uniform working and enables diverse solutions to work together.
10. **Enabling ecosystem:** The ULI enables an Ecosystem of Mentoring Solutions/applications to work together leveraging data across repositories, providing the user with a single window of accessibility.
11. **Extensibility:** The infrastructure is built in such a way that it can be leveraged for other initiatives such as education internship opportunities and scholarship programs.
12. **Inclusive by Design:**
 - a. **User Base** The infrastructure enables solutions to be designed to cater to the contextual and diverse needs of the users. For Eg. Across different platforms - phones, Web, different languages etc.
 - b. **Systems & Processes** The infrastructure is designed to connect and leverage varied systems and processes including the applications, solutions and content that exist today.

4.3 Technology Components

In keeping with the design principles, NMI offers different technology components that enable multiple mentoring solutions for its users.



TECHNOLOGY COMPONENTS

1. **Mentee Interface (App/Website/Other Solutions):** Mentees can use this interface to discover mentors and sessions based on their interests and needs. They can enroll in mentoring programs that interest them.
2. **Mentor Interface (App/Website/Other Solutions):** Mentors use this interface to plan their interactions/sessions with mentees. They can also get insights and analyses of the various interactions done over time.
3. **Unified Mentoring Interface (UMI) Gateway:** The Unified Mentoring Interface would enable interoperability of diverse Mentoring Services/solutions thereby opening up the discovery of Mentors/programs across diverse services. UMI aims to streamline Learning/Mentoring services by creating an open network built on open protocols.
4. **App Registry:** This includes a registry of all mobile apps, web portals and other solutions which use the Interface.
5. **Service Registry:** This includes a registry of mentoring systems (applications) which are subscribed to the gateway.
6. **External Registry:** This includes a trusted registry of verified mentors in the ecosystem.
7. **Mentoring Service:** The microservice on the infrastructure would enable mentors to plan their sessions and enable key interactions between mentor and mentee.

5. System Requirements

- Creation of registry of teachers with basic and stage wise details
- Teachers, Mentors and other profile creations
- System for Pre-evaluation of teacher
- Evaluation system for teachers to determine their current stage.
- Teachers & Trainers progress Card
- Taxonomy based Content Management System for different subjects and categories.
- Content Management System Integration with platforms like DIKSHA and SAKSHAM
- Training Centers and schedule management
- User dashboard and reports for Admin users.
- Role based access management system.
- School information system (data can be entered or fetched from U-DISE)
- System should be capable of integration with systems like U-DISE
- Web and mobile app
- Reviews & ratings
- Search and advance search features

6. Functional Requirements (NMM & NPST)

- The Application shall provide the ability to create and update user passwords, update user email accounts and to send notifications related to the recovery of password procedure through predefined user preferences (email, web, SMS / text)
- The Application user account setup/maintenance operation shall provide the ability for two-step verification (an acceptable two-step verification would be the email/web portal or SMS/web portal validation), for any login detected from a different web device Shall require encryption using latest security methods.

- Web-portal should be dynamic with content management system, where assigned users will be able to manage content, upload notifications, programmes details.
- Portal design should be as per International Standards look & feel with ease of use.
- The Portal should be accessed seamlessly.
- Various Search & Filter based on parameter like State, District, School Name, Area, School Type, Affiliation Board along with generic Google type of Search etc.
- Dedicated Page for each Teacher's carrier improvement programs where Details as below will be shown.
- The Portal and app should show location-based results also, if location is enabled in system. Can give location-based result based on users IP request.
- Voice to Text Search Option can be there for searching result on the portal.
- Various Search & Filter based on parameters like Subject Area, Student Learning, Pedagogical Knowledge, Technology use etc.
- U-DISE application integration for taking teachers' data.
- Fix any errors that occur during the test phase of the web portal.
- Portal & App to be developed in English language and in future the application to be accessed in Hindi language also.
- Unicode compliant font to be used. Content for both the languages will be provided by the NCTE.
- Web portal should be disabled friendly so that the available information is easily accessible to people with disability as per the Guidelines for Indian Govt. Websites (GIGW) norms.
- The web portal should not be down during official working hours unless for emergency like security breach.
- In such a case, the issue should be reported and resolved within an hour of occurrence. Regular maintenance should be scheduled during non-core hours.
- The portal should be completely web-based with role-wise access-permission management.
- User dashboard and reports for Admin users.
- Portal should be Mobile/Tablet Responsive, so it adapts and fits design as per user resolution.
- Portal should be Compatible to all latest browsers (i.e. Mozilla Firefox, Internet Explorer/Edge, Opera, Mozilla, Google Chrome, Safari etc.)
- Sufficient Security Measures should be applied against vulnerabilities e.g. hacking / SQL-injection-attack etc.
- Social media sharing on Facebook, Twitter and YouTube should be there with Portal and app for sharing data.
- Portal content/pages can be shared on user's social media accounts.
- There should be a location access through map in contact web page.
- Portal should provide a facility to upload the content i.e. Portal should integrate with Content Management System.
- Searching facility in the Portal for internal Portal search as well as advance search option.
- Identify and execute training requirements for successful execution of project along with preparation of User Manual.

- Monthly Web Analysis Report with page views, sessions / visits, unique visitors etc.
- The content uploading functionality on the portal would be completely isolated and would have restricted access. Only admin users with certain rights to add/edit/update the content for Know Your School.
- To provide information to citizens with minimum number of clicks.
- Advance search functionality has to be there on portal.
- Ask Your Query form should be on the portal which visitors can fill and submit with their feedback on web portal.
- The administrator will be able to view feedback in the admin section.
- Review & Ratings section should be there on the web and mobile through which user will share their review and ratings for schools. Further review will only be posted after approval from administrator and rating will get summed up and shown on school's page.

7. Non-Functional Requirements (NMM & NPST)

- All items should be appropriately aligned on the pages and layout should be consistent for Web Portal and Mobile Application development on all the related pages.
- Limit the amount of white space (areas without text, graphics, etc.) on pages that are used for scanning and searching.
- Style & color scheme should be consistent across the site.
- Website navigation scheme and features should allow users to find and access information effectively and efficiently.
- Navigation tabs should be located at the top of the page and look like clickable versions of real-world tabs.
- The navigation elements should be clearly differentiated from each other and should be placed in a consistent way so that it can be easily located on each page.
- Site maps should be available with all the links of pages existing on the website and link for the site map should be clearly visible on the homepage.
- Headings should be used in their appropriate HTML order and heading levels should not be skipped.
- All pages should have category labels including links and clearly reflect the information contained within the category.

8. Security Requirements (NMM & NPST)

The website should have the following security features-

- Free from OWASP 2011 Top 10 or latest, Vulnerabilities
- A secure mechanism for multi-point administrators (different location with dynamic IPs)
- There should be an option of populating mobile application database from another database or through secure login interface for manual entry.
- Captcha to be implemented to prevent password cracking tools.
- Audit trail should be enabled on the website/portal, so that the administrator can see the successful and unsuccessful logon, with time, IP attempts on the website.

- ❑ Website/portal should be able to generate mail Alert and also historical report in the security report viewable to the administrator containing the Time, IP address of attackers, the page under attack, and the parameter under attack with the attack values.
- ❑ The attacks may be identified by any change in the parameter value not available on the website. E.g. page.asp? parameter=2; If the value 2 gets changed to anything invalid number say N which does not produce proper view or it contains SQL Injection, XSS strings.
- ❑ There should be a provision of blocking any IP or Network by assigning IP Address range from accessing the pages of admin module of the website/portal; also, the main website. So that identified attackers can be blocked.
- ❑ The admin module, uploader module should be in separate folder.
- ❑ HTTPS can be configured on the functionality that requires login action to be done.

9. Technology Requirements and Deliverables (NMM & NPST)

- ❑ AGENCY will setup and deploy web portal & application and Database to MeitY certified cloud service provider (CSP) in India with interface via secure login for database update & AGENCY may also be required to provide facility to import data from predefined parameters in excel format into the database. The selected AGENCY will be required to provide a monthly report for hosting uptime.
- ❑ The system must be built on open-source technology.
- ❑ Technical documentation of design and development stages of web portal & mobile application, database, complete source code, training to users etc. shall also be provided.
- ❑ The test plans, test cases and results for each of the phases will be shared by AGENCY with NPST/NMM
- ❑ AGENCY must share the design documents based on the NPST/NMM requirement document for NPST/NMM review & Sign-off.
- ❑ User manual, Admin manual, test cases, test plan and QA results for user acceptance testing
- ❑ Application Code specific to NPST/NMM project and Web API's to be handed over to NPST/NMM
- ❑ Deployment document to be provided over to NPST/NMM
- ❑ Data source - Hosting Server & Database
- ❑ Creation of digital database of parameters and MIS generation & Graphical representation for Web Portal and Mobile Application development per the requirement of NPST/NMM. The database platform and application server should be hosted on MeitY certified cloud service provider (CSP) for a highly secure and fully managed service. Database should be designed to permit secure logins to update the web portal & mobile application database as and when required. Database and web server should be Load balanced to handle multiple users in parallel.

10. Mobile Application (NMM & NPST)

Features:

- Suggestion on the nearby training location, slot booking options etc.
- Application should have the capabilities to provide the details of the charging stations like current slots available, Scheme, type, award etc.
- Study of adequate number of quizzes covering every subject
- Can see the questions and correct answers after the quiz.
- Can participate in interactive discussions, assessments etc.
- Shall have self-help information, FAQ and support center details.
- Other functional features:
 - Easy to use and navigate.
 - All the design/creatives/images to be provided by the appropriate agencies.
 - The application should support multi-lingual interface.
 - The mobile apps need to alert the user to download the latest version, which ever available
 - Protecting against Denial-of-Service (DoS) attack targeting application like locking of the application
 - Secure mechanism of changing the password in lost/forgotten scenario.
 - The mobile applications should work in all mobiles irrespective of mobile device make and model.
 - The mobile device should work on any type of internet network (broadband, LTE, ILL, etc.)
 - All functions must stay within the mobile platform boundaries.
 - All data must be easily viewable on different Mobile platform matrix given above.
 - Free downloads from Google Play Store & iTunes Store

11. Security Audit (NMM & NPST)

The AGENCY shall deploy the application in the production environment only after it is security audited by and certified by CERT-IN empaneled auditor's Suppliers. After go-live of the application the AGENCY will perform yearly security audit till the tenure of the contract.

12. Project Management

The AGENCY shall develop a Project Management Plan for the execution of this project. The parameters should be defined specifically, tangibly, and practically for all the project phases like project management, functional coverage, support services and documentation. The quality parameters should be regularly monitored and reported to NCTE. AGENCY shall follow Agile methodology and Indian Enterprise Architecture (IndEA) methodology for Design, Development, Deployment and Maintenance of Project.

13. Hosting of the project

The application will be hosted in MeitY certified cloud service provider (CSP) provided platform, bidder needs to provide sizing and technology stack (open source) to NCTE System Acceptance.

14. System Acceptance

For the purposes of acceptance of the system (or portions), three-staged acceptance procedure will be followed under software testing & UAT.

→ Software Testing & UAT:

The Bidder shall create the test strategy and determine the tools and methods used to check that the system responds correctly.

Testing shall include:

- (i) Unit testing: Testing of transactions and functions within modules
- (ii) Scenario testing: Testing of all business processes and scenarios.
- (iii) The bidder is required to submit a bug report capturing the testing results and must rectify within two (02) working days. The bidder has to accommodate and carry out all the suggestion and bug discovered in UAT for process conformity of the university.
- (iv) Integration and system testing: The purpose of the integration test is to execute the integrated components, including simulation of live operations, and analyse the results that are important for the functional verification of the production system.
- (v) After final configuration, development and customization of the solution, the Bidder shall conduct tests to demonstrate the readiness of the system which meets all the requirement specifications (functional and non-functional) as brought out in this RFP. This shall be in accordance with the procedures detailed in approved SRS & FRS document.

a) Provisional Acceptance:

After Successful UAT, system shall be provisionally accepted. Provisional acceptance of the system shall be as per details given in the Chapter for “Timelines and Payments”. The bidder has to complete the CERT-IN certification in this time period.

b) Training:

The following methodologies must be followed by the successful Bidder to deliver trainings:

- Classroom training
- System walk through
- Hand on practice sessions
- On the Job Training
- Group learning where in a particular task is given to a particular group of people.

- Train the Trainer

c) Go Live:

- After four weeks of Provisional Acceptance a live test of system for two (02) weeks for its compliance with the functional requirements and integration with all other systems is to be carried out and only after expiry of this period “Final Acceptance for Go-Live” may be issued by the NCTE.
- If problems/bugs/errors etc. are found in the live test, the period for live test shall be extended for two more weeks subjected to compliance with functional requirement and integration with all other systems. Date of problem reporting and date of problem resolution will be recorded.

15. Support Services:

- Help desk operations: Initial response (L-1) must be provided telephonically for regular usage related and other minor problems, support for handholding (warranty), minor bug fix etc.
- Onsite Support: On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all functions. However, one number of manpower (not below the level of project coordinator), is required to be deployed in NCTE premises during the official working hours (Throughout the handholding (warranty) period).
- OEM Support: Ensuring the OEM services for system performance, performance tuning, upgrades etc.
- Documentation: Update of technical and functional manuals on any new releases related to any functional improvement, version upgrade of the software etc.

16. Annual Maintenance Services

During this phase, Bidder shall take up tasks related to bug fixing in the system, maintain backups of the implemented system. Some of the other activities in this period will include but not limited to:

- a. Post “Go-Live” support with monitoring of the system.
- b. Hand holding the users.
- c. Post “Go-Live” review.
- d. Fine tuning system response
- e. Perform changes related to the software upgrades and patches and resolution of software bugs.
- f. Provide handholding(warranty) support to end users in carrying out the business process transactions.

- g. NCTE also reserves the right to modify and change the scope even during the Software Requirements and Specifications (SRS), project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, new education policies etc. by NCTE and state or central govt., the Supplier is supposed to facilitate the suitable changes/obligations in the software without any extra cost as and when needed during its implementation and /or maintenance period.

17. Change Request

No cost shall be paid for corrective, adaptive and preventive maintenance activities. All the regulatory, government and ministerial norms should be checked and inculcated in the software system without any extra cost as and when needed during its implementation and/or maintenance period.

- i. Any change request for perfective maintenance will be carried out in terms of mutual agreed terms & conditions. In no case the cost of the change request shall go beyond 30% of manpower cost pertaining to Design, Development, Implementation of integrated digital infrastructure application Testing, Debugging (UAT) (as mentioned in Form 1, implementation cost, pt.no. 2)

Note: During blueprint preparation phase and final implementation of the project, NCTE may ask the vendor to deliver, configure, deploy or make available the desired functionality or provide any other complementary function as per the actual requirements of the NCTE.

Important Notes for other requirements:

1. Apart from functionality and features mentioned above, the provisioning of the Operating System, Databases and any other Middleware needed for deploying the proposed solution in totality on cloud shall be the responsibility of the vendor. Therefore, the bidders are advised to factor in any such one time or recurring costs associated with the same in their commercial offers in perpetuity.
2. The above specifications & scope of work is indicative and based on NCTE's decision/requirement, the same is subject to change.
3. NCTE also reserves the right to modify and change the scope even during the Software Requirements and Specifications (SRS), project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, etc. by NCTE and state or central govt., the Supplier is supposed to facilitate the suitable changes/obligations in the software without any extra cost as and when needed during its implementation and/or maintenance period.

4. The NCTE's website and integrated digital application must be developed using the technology capable of delivering the intended functionalities listed in the scope of work during the Handholding (warranty) & AMC period and thereafter, as & when required the bidder will have to provide source code developed to the NCTE.
5. NCTE also reserves the right to use and further modify the integrated digital infrastructure application software at its own level as per the requirement of the system after expiry and termination of AMC and support period without paying any amount to the vendor. Moreover, all the Data, content and records stored in the Database/Application of Integrated digital infrastructure application shall be owned by NCTE free of cost and the same shall be made available by the Supplier as and when requested by NCTE.
6. During the customization and implementation phase, the vendor is required to provision as many resources as deemed necessary keeping in view the timelines specified in the document. During the first year of operation after go-live, vendor is required to depute at least 3 numbers of suitably qualified professionals conversant with the solution on full time basis at NCTE campus. During AMC Period of operation after the completion of warranty period, vendor is required to depute at least 3 numbers of suitably qualified competent professionals conversant with the product on full time basis at NCTE campus.
7. Approximately 300 users need to be trained by the vendor depending upon their roles & responsibility in the institute. After each update, technological refresh and major changes of Integrated digital infrastructure application software during contract period, the vendor shall also provide necessary training and hands on session free of cost along with proper documentation.
8. The vendor must make provisions regarding any ancillary software like database or any other middle ware. They are advised to factor in the respective costs in their commercial offer. Institute will not provide any such licenses.
9. Suitable workspace shall be provided to all the resources placed at campus by NCTE during the entire duration of the project.
10. The system will be deployed on cloud based at level three data center and will be accessible over secure connections from other remote sites as well.
11. The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will the responsibility of the solution provider.
12. Application response time must also be optimally designed and maintained by the solution provider.
13. All SMS and email subscriptions shall be provided by the Institute if needed.

14. The resources deployed in NCTE are expected to follow the Institute timings and Institute calendar. However, the L1 support will ensure its 24x7 basis support from its back office.
15. If any new systems are deployed, necessary APIs to integrate it must be provided by the vendor.
16. A user manual and a technical manual shall be prepared by the successful bidder for the integrated digital infrastructure application.
17. Exact process and related details will be captured by the Supplier during blueprint preparation phase and final implementation of the project, NCTE may ask the vendor to deliver, configure, deploy or make available the desired functionality or provide any other complementary function as per the actual requirements of the institute.

CHAPTER-V

Bid Evaluation Process

1. Bid Evaluation Process:

- a) The bid evaluation shall consist of following phases:
- i) Phase I – Evaluation of Technical bid in accordance to the Pre-Qualification criteria and other tender compliances. QCBS evaluation of the Technical Bid of Pre-Qualified Bidder as per the Marking Scheme mentioned in the bid document.
 - ii) Phase II - Evaluation of Financial bid

Note: - It is mandatory for the bidder to qualify all the Pre - qualification to be eligible for QCBS evaluation including presentation as per Marking Matrix. Only technical qualified bidder shall be considered for opening of their Financial Bid and evaluation thereof.

Phase I: Evaluation of Technical Bid:

Bidder has to upload all documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily. **The QCBS rating/marking and financial bid opening will be carried out for only those bidders who qualify in the technical bid.**

PRE-QUALIFICATION ELIGIBILITY CRITERIA:

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received and will not be considered for technical evaluation and QCBS marking.

S. No.	Pre-qualification Criteria	Supporting Document
1.	The bidder must be the Supplier registered under Companies Act, 1956 or 2013 in India for minimum of 05 years as on last date of RFP.	Certificate of Incorporation/ Any other relevant supporting document for its constitution.
2.	Bidder must be engaged in the job of developing web portal/ software application /Integrated Digital Infrastructure Application development projects in educational institutes/ Universities/ Related Education	Copy of Purchase Orders & Completion Certificate

	Department during last 05 years. Project value should be more than 4 crores. Products with bolt-on 3rd Party solutions shall not be accepted.	
3.	The Bidder must have valid GST Registration and PAN number allotted by the respective authorities.	GST Registration Certificate and PAN number
4.	The Bidder should neither have been blacklisted by any Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector with regards to the works executed by it in the last five years as on last date of submission of RFP.	The bidder shall furnish an undertaking (Annexure-III) duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only)
5.	The Bidder should be having a positive net worth in the last three consecutive financial years, with an average Annual turnover of at least INR 7 Crores in the last three financial years (FY 2020-21, 2021-22, 2022-23). For MSMEs and Start-Ups duly registered with the Government of India the turnover criteria shall be relaxed by 20% (i.e. these Suppliers should have Annual turnover of at least INR 5.6 Crores in the last three financial years (FY 2020-21, 2021-22, 2022-23), Subject to meeting of quality, scope technical specification and other criteria asked in this document. *In case audited results are not available for FY 2022-23 then the bidders can submit audited results for 2019-2020	Audited/ Certified financial statements by chartered Accountant. Valid registration certificate issued by NSIC/MSME or other appropriate government authorities.
6.	The Cloud Service Provider must be MeitY Certified.	MeitY certification
7.	The Bidder must be ISO 27001:2013 CMMI Level 5 certified.	Signed Copies of ISO Certificates issued by the authorized ISO partner.
8.	The bidders shall have minimum technical manpower strength of 50 persons on its rolls at least for six months before the last date of submission of RFP.	An Undertaking to be submitted by designated authority (Company Secretary) of the organization
9.	No sub-contract or sub-letting of work is permitted. Consortium in any case is not allowed.	Authorization letter/ self-declaration of being original code producer.

10.	<p>Solvency certificate issued from bidder's bank (Scheduled Commercial Banks) for minimum value of Rs. 2.8 Crore; not more than 6 months old.</p> <p>OR</p> <p><u>For MSME/Start-ups</u></p> <p>Solvency certificate issued from bidder's bank (Scheduled Commercial Banks) for minimum value of Rs. 2.24 crores; not more than 6 months old.</p>	Solvency certificate issued from bidder's bank (Scheduled Commercial Banks)
11.	Performa for declaration on proceedings under insolvency and bankruptcy code, 2016	ANNEXURE – XII

- Bidder must host the solution and related data on the Meity certified cloud by hiring/engaging any Meity certified service provider for hosting services.
- Notwithstanding anything stated above, the EdCIL (India) Ltd. reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the (NCTE).
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- The bidder is required to submit Undertaking/Copyright/Trademark certificate from concerned authorities against each point of Pre-qualification wherever applicable.

The bidder who fulfilled the eligibility criteria shall further be evaluated as per following marking matrix:

Marking Matrix: In the below table, marking parameters for technical evaluation are mentioned:

S. No	Marking Parameters	Maximum Marks
1.	<p>The average Annual Turnover of the Bidder during last three financial years (FY 2020-21, 2021-22 and 2022-23)</p> <p>(The bidder shall furnish an undertaking and Certified statements by chartered Accountant of Supplier.)</p>	15 marks

	<p>should be more than 4 crores (Work Order along with respective Completion Certificate should be attached)</p> <p>40 marks – Summing up value 20 crores of maximum 5 projects.</p> <p>30 marks - Summing up value 12 crores of maximum 3 projects.</p> <p>20 marks - Summing up value 8 crores of maximum 2 projects.</p>	
	5 marks will be given for each qualifying implementation	
5.	<p>Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having functions as per the requirements in the RFP.</p> <p>Integrated solution will carry higher weightage in the Technical Presentation.</p> <p>Expert Committee for the Technical Presentation will evaluate</p> <ul style="list-style-type: none"> i) Value addition to current system ii) Resource Planning: the bidder's capability and product quality (Project Team deployment plan, System Configurability and Upgradation, Application deployment and testing strategy, Quality Control Procedures suggested by bidders, Previous project implementation timelines (From Project kick-off time to Handover date and Time)) iii) Technical Expertise: technology and other suitability related aspects (Solution Architecture with demonstrable Customization Platform, Security Architecture, and Functional Architecture etc.) iv) It will also evaluate whether the bidder has understood the volume of work and/or the process clearly or not (include mainly Proposed methodology for setting up & managing data centre and/or cloud etc.) <p>However, this list is not the final list and committee may modify it at any later stage.</p> <p>Note- The Technical Presentation will be held at NCTE, Delhi/EdCIL, Noida and Bidder will have to make all the arrangements to attend the same according to the notified date and time at their own.</p>	30 marks
	Total	100 marks

The bidder who scores minimum 60 marks as per marking scheme shall be declared qualified in technical evaluation stage and notified for opening of their financial bids. Qualified bidders would also be advised to attend opening of the financial bid.

Phase II - Evaluation of financial bids:

The Financial bid shall be opened of only that bidder who has found to be technically eligible. The financial bids shall be opened in presence of representative of technically eligible bidder, who may like to be present. EdCIL (India) Ltd. shall inform the date, place and time for opening of financial bid.

- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

2. Final Proposal shall be given scoring as below:

- a) Normalization factor (N_1) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N_1 = T/T_h$$

Where:

N_1 = Normalization factor for calculation of Technical score.

T=Technical Marks obtained by the bidder under consideration as per marking scheme

T_h = Highest Technical Score obtained by any bidder

- b) Normalized technical score for the Bidder under consideration will be calculated using the following relation:

$$T_n = (N_1) * (\text{Weightage of the Technical Score i.e. } 70)$$

Where

T_n = Normalized technical score for the Bidder under consideration

- c) Normalization factor (N_2) to obtain the Normalized Financial Score of the other bidders shall be calculated as below:–

$$N_2 = F_L / F$$

Where:

N_2 = Normalization factor for calculation of Financial score. F = the quoted price of Financial Proposal under consideration

F_L = the price of lowest priced Financial Proposal

- d) Normalized financial score for the Bidder under consideration will be calculated using the following relation:

$$F_n = (N_2) * (\text{Weightage of the Financial Score i.e. } 30)$$

Where

F_n = Normalized Financial score for the Bidder under consideration

3. Combined QCBS Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (T_n), and Financial proposals (F_n) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = Normalized Technical Score (T_n) + Normalized Financial Score (F_n)

Bidder with highest Combined Score shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.

Chapter-VI

Timeline & Payment terms

1. Duration & Timeline:

The contract will be valid for a period of 3 Years from the date of Go-Live and successful bidder has to complete the task in stipulated time, unless terminated earlier in accordance with the provision of the signed agreement.

S. No	Milestone/Deliver Description	Timeline (In Weeks)
Project Initiation:		
1.	Project Kick-off meeting, Detailed Project Implementation Schedule	T+1
	Project RAID (Risk, Assumption, Issue and Dependency) document submission)	T+2
	Requirement Study and document	T+3
	Submission of Solution Blueprint (SRS and FRS Document with Gap Assessment of current processes)	T+7
Development and Implementation:		
2.	(i.) Development completion of Portal (ii.) Complete Implementation of portal (Listed in Scope of Work) (iii.) Implementation of Analytic Engine to provide data on Dashboards of Integrated Digital Infrastructure Application. (iv.) Testing, Debugging (UAT) (v.) Provisional Acceptance	T+16
3.	Development completion of App before Security Audit	T+18
4.	Security Audit	T+19
5.	Security Certification and Final go live of complete Integrated Digital Infrastructure Application	T+21
6.	Handing over	T+22

Note: -

- a) Timelines given above are only indicative and shall be finalized by NCTE in discussion with the successful bidder and EdCIL (India) Ltd.
- b) Here 'T' indicates the date of LOA.

c) Bidder has to adopt parallel approach in case of implementation and testing to complete the project within stipulated date and time.

2. Payment Term: -

Sl. No.	Activities	Payment Term
1	Requirement Study and document <i>on submission of SRS and FRS Documents</i>	15% of Total cost
2	Submission of Solution Blueprint	15% of Total cost
3	Development completion of Portal before Security Audit <i>on acceptance and satisfactory completion of work from NCTE</i>	10% of Total cost
4	Development completion of APP before Security Audit <i>on acceptance and satisfactory completion of work from NCTE</i>	5% of Total cost
5	Security Audit & Certification <i>On submission of Security Audit Certification along with acceptance and satisfactory completion of work from NCTE</i>	5% of Total cost
6	Go-Live of Portal, App & Handover <i>on acceptance and satisfactory completion of work from NCTE</i>	50% of Total cost

Note:

- i. Total cost with reference to payment terms is sum of Software Application Cost and Implementation Cost.
- ii. AMC Cost would be paid yearly after expiry of implementation and 01 year of warranty (handholding) period. AMC cost would be paid on acceptance and satisfactory completion of work from NCTE.
- iii. Payments will be done only on the back-to-back basis on receipt of the related payment/funds from the end of NCTE, subject to satisfactory acceptance of the deliverables from the end of NCTE as per the submission of the required document.

3. Performance Security/Performance Bank Guarantee & Bank Solvency Certificate:

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to NCTE within 15 days from the date of receipt of Work Order. The

Performance Bank Guarantee shall be issued by a scheduled commercial bank (as per annexure VII) in favour of "**EdCIL**" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by NCTE.

Bidders are also advised to submit their financial solvency certificate of stipulated value issued not earlier than 6 months of last date of submission of Bid.

CHAPTER-VII

Contract

This Contract for **Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Up gradation & Maintenance of Cloud based Integrated Digital Infrastructure Application portal for NCTE** is signed on the **(Day) / (Month) of (2023)** (to be termed as 'Effective date' for all purposes of present contract), by and between:

EdCIL (India Limited, A Mini Ratna (Category-I) CPSE of Government of India (herein after referred to as "EdCIL" or "Owner" an expression which shall include its successors and permitted assigns), having its registered office at Vijaya Building, 5th Floor, 17 Barakhamba Road, New Delhi -110001, India, and having its corporate office at EdCIL House,18A, Sector 16A, NOIDA, Uttar Pradesh-201301.

AND

Supplier (or hereinafter referred as "**Contractor**", an expression which shall include its successors and permitted assigns), a Supplier incorporated under the laws of India, having its registered office at **(Address)**, India and its branch office **(Address)** India

The **Owner and the Contractor** are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- a. The Owner is intended to select a Supplier based on an open and transparent bidding process for "**Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Upgradation & Maintenance of Cloud based Integrated Digital Infrastructure Application portal for NCTE** (herein after referred as "**Project**").
- b. The Contractor represents that it has the necessary specialized knowledge, expertise, resources and infrastructure for providing Services and to perform its obligations under this Contract.
- c. The Owner desires to engage the Contractor to provide the Services required for the project at NCTE in accordance with the terms and conditions specified in this Contract.
- d. The Contractor is willing and has agreed to provide the Services required for the project at NCTE in accordance with the terms and conditions specified in this Contract.
- e. The Owner and the Contractor desire to enter into this Contract pursuant to which the Contractor shall perform, and the Owner shall engage the Contractor for the performance of the Services, pursuant to the terms and conditions herein set forth.

Now, Therefore, In Consideration of the Mutual Covenants herein set Forth, The Parties Agrees as Follows:

Definition and Interpretation:

When used in this Contract, the following General terms shall have the meanings specified below and to be followed by the parties as per in principal agreement thereof:

- 1.1 **"Abandonment"** means the substantial cessation of the performance of the Services for a continuous period of 1 (one) day i.e., 24 (twenty-four) continuous hours and which cessation is not excused under this Contract.
- 1.2 **"Affiliate"** means, with respect to a Person, any entity which directly or indirectly:
 - (i) owns or Controls such Person;
 - (ii) is owned or Controlled by such Person; or
 - (iii) is under common ownership or Control with such Person.
- 1.3 **"Applicable Law"** means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, Permits, licenses, Directives, approvals, instructions, standards of any Government Agency, having the force of law.
- 1.4 **"Arbitration Act"** shall have the meaning ascribed to it in Clause 6.
- 1.5 **"Claim"** shall have the meaning ascribed to it in Clause 7.
- 1.6 **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person's participation or action in relation to negotiation or performance of this Contract.
- 1.7 **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the negotiation, signing or performance of this Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the negotiation, signing or performance of this Contract or has dealt with matters concerning this Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the Effective Date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a Person connected with the negotiation, signing or performance of this Contract); or (ii) engaging in any manner

whatsoever, whether during the negotiation of this Contract or after the execution of this Contract, as the case may be, any Person in respect of any matter relating to the Project or this Contract, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Project.

- 1.8 **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.9 **"Obstructive Practice"** means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under this Contract.
- 1.10 **"Confidential Information"** shall have the meaning ascribed to it in Clause 12.
- 1.11 **"Contractor Staff"** means each individual and collectively the Contractor's employees, labour (skilled, semi-skilled and unskilled), Subcontractors, and their respective employees, contractors (of the Subcontractors), officers, licensees, invitees, agents and representatives, dedicated for the performance of the Services and working at the Site, and any other personnel notified to the Owner by the Contractor as the Contractor's personnel.
- 1.12 **"Owner Indemnified Parties"** shall have the meaning ascribed to it in Clause 10.1(a).
- 1.13 **"Effective Date"** means the date of Letter of Award.
- 1.14 **"Force Majeure"** shall have the meaning ascribed to it in Clause 2.
- 1.15 **"Government Agency"** means any local, State Government in India or the Government of India or any national authority, inspectorate, ministry, department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or State Government or the Government of India or any political subdivision thereof or any court, tribunal, judicial body, quasi-judicial authority or statutory Person (whether autonomous or not) of the Republic of India which has jurisdiction over the Parties to, or the subject matter of, this Contract or any of the Project Agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the Contractor's ability to perform any or all of its or their obligations under this Contract or any authority that gives consents or permits within India.

- 1.16 **"INR" or "Rs" or "Indian Rupees"** means the legal currency of the Republic of India.
- 1.17 **"Time for Completion"** shall have the meaning ascribed to it in Clause 7.
- 1.18 **"Provisional Acceptance"** shall have the meaning ascribed to it in Clause 14 (a).
- 1.19 **"Wilful Misconduct"** means, with respect to any Party or Person an intentional or reckless, disregard by such Party or Person, of Applicable Law, any common duty of care, any provision of this Contract, any other document prepared pursuant to this Contract or of Prudent Utility Practice, and relating to the performance by such Party of its obligations there under, but shall not include any error of judgment or mistake made in good faith.

Key Contract Terms

1. Duration:

The contract will be valid for a period of 3 years from the Go-Live date and quoted price shall remain constant for that period of 3 years. The Contract can be extended for an additional period of 2 years (yearly basis) on sole discretion of NCTE without any deviation from the cost discovered in the tender.

2. Force Majeure:

The Contractor should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Supplier/Contractor/Contractor's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3. Risk Purchase Clause:

In event of failure of completion of work within the stipulated delivery schedule, EdCIL (India) Ltd. has all the right to purchase the item/equipment/services from the other source on the total risk and cost of the Successful Bidder under risk purchase clause.

4. Prices/Compensation/Professional Fee:

- a) In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses (“Charges/Compensation”) as specified in Financial Bid/Commercial. All amounts payable to BIDDER are inclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER’ income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. EdCIL India Limited shall remit payment to BIDDER within thirty (30) days from the date of invoice subject to availability of funds. BIDDER shall invoice and EdCIL India Limited shall make payment in accordance with the billing period specified in Commercial of this document. GST TDS will also be deducted at the time of payment.
- b) The offer/bid should be inclusive of taxes and duties, which will be paid as applicable.
- c) The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.
- d) Financial Bid shall be integral part of this contract and to be reproduced herein as per format of financial bid.

5. Notices: For the purpose of all notices, the following should be the address:

The Chief General Manager (DES)
 EdCIL (India) Limited,
 18 A, Sector-16A,
 Noida-201301, Uttar Pradesh
 Tel: 0120-2970206, 2970207
 Fax: 0120- 2970209

Supplier/Contractor: (To be filled in by the Supplier/Contractor)

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party’s address.
- A notice should be effective when delivered or on the notice’s effective date, whichever is later.

6. Resolution/Settlement of Disputes:

- a) The Parties hereto agree that any dispute or difference arising out of or in connection with this Contract shall, to the extent possible, be settled promptly and amicably between the Parties. Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such disputes.
- b) All unsettled disputes or differences arising out of or in connection with this Contract which cannot be amicably resolved by the Parties shall in the first instance be decided by the Owner in accordance with provisions of Clause 6.1 below.

6.1 Owner's Decision

- a) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of this Contract whether during the performance of the Services or after its completion or whether before or after the termination, Abandonment or breach of this Contract, such dispute or difference cannot be amicably settled by the Parties in accordance with Clause 6 (a) & 6 (b), it shall, in the first place, be referred to and settled by the Chairman & Managing Director of the Owner or his nominee, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of its decision to the Contractor.
- b) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Services under this Contract and shall forthwith be given effect to by the Parties who shall comply with all such decisions, with all due diligence, whether it requires arbitration, as hereinafter provided or not.
- c) If after the Owner has given written notice of its decision to the Contractor and no notice to arbitration has been communicated to it by the Contractor within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Parties.
- d) The Owner's decision (or the failure of the Owner to give decision within the time specified in Clause 6.1 (a) and issuance of a written notice for arbitration pursuant to Clause 6.1 (C) shall be a condition precedent to the right to request arbitration. It is the intent of this Contract that there shall be no delay in the execution of the Services and the decision of the Owner, as rendered, shall be promptly observed.
- e) In the event of the Owner failing to notify its decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of a Party being dissatisfied with any such decision, either Party may require that the matters in dispute be referred to arbitration as provided in Clause 6.2.

6.2 Arbitration: The dispute resolution mechanism to be applied pursuant should be as follows:

- a) All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") or any statutory modification, in the manner hereinafter provided. The seat of arbitration shall be New Delhi, India.
- b) Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the Supplier/Contractor/party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.
- c) Arbitration cost will be borne by the Supplier.
- d) The provisions of this Clause 6 shall survive termination of this Contract.
- e) The venue of the Arbitration shall be New Delhi.

7. CLAIM

- a) If, for any reason, Contractor considers that an event has occurred pursuant to which it has a right to claim compensation from Owner or an extension of Time for Completion, Contractor shall notify Owner in writing of the existence of such claim (the "**Claim**") within three (3) days of occurrence of such event and within ten (10) days of notifying Claim, Contractor shall submit to Owner details of Claim as per provisions of Clause 7 (b). Contractor shall substantiate its Claim with payroll documents, paid invoices, receipts, records of performance and other documents satisfactory to Owner and subject to its verification. Owner shall not be liable for, and Contractor hereby waives, any claim or potential claim which has not been notified by Contractor in accordance with provisions of this Clause 7.

- b) After examining Claim submitted by Contractor, Owner shall determine admissibility of the Claim and the extent, if any, to which the Contract Price and Time for Completion is to be changed and outcome shall be informed to Contractor. If Contractor disputes Owner's decision and notifies Owner within five (5) working days of receiving Owner's Decision, Contractor may seek to resolve the dispute in accordance with Clause 6 (Resolution/Settlement of Disputes). If Contractor decides to proceed pursuant to Clause 6 (Resolution/Settlement of Disputes), Contractor agrees to limit its claim to the amount claimed by it in accordance with Clause 7 (a). In no event shall any work be halted, whether or not the claim can be resolved to Contractor's satisfaction, and Contractor shall be bound by the terms and conditions of this Contract to perform the Services without delay till its successful completion.
- c) The following shall not constitute changes and Contractor has no right to make any claim in relation thereto:
 - i. Instructions, interpretations, decisions or acts by Owner to achieve compliance correct errors, omissions, poor engineering, defective workmanship or other failure of the Contractor to comply with the Contract
 - ii. Delay in the performance of Contractor's work or any additional work caused by Contractor.
 - iii. Any work performed by Contractor arising out of Owner's comments on Contractor's submittals to the extent that such comments are consistent with the Contract.
- d) If Contractor fails to follow the requirements of Clause 7 (a), it shall have waived any right to make any claim in respect of the events referred to in Clause 7 (a). Contractor's sole remedy in respect of any claim will be as provided in Clause 7 (b). No claim by Contractor in relation to events referred to in Clause 7 (a) shall be allowed after final payment is made.
- e) Owner shall not be bound to any adjustments in the Contract Price or Time for Completion unless expressly agreed to by Owner in writing.

8. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors ("BIDDER Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the EdCIL (India) Ltd. shall not be entitled to claim any rights therein. All rights, title and Data shall always remain with the EdCIL India Limited; however BIDDER shall have the right and license to use the EdCIL India Limited Data for support, testing and product enhancement purposes with prior written permission from EdCIL India Limited. EdCIL India Limited acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and BIDDER shall be free at all times to provide the services or perform

obligations same or similar to the Services and obligations envisaged hereunder to any of its other NCTE, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other NCTE.

9. Representations and Warranties

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed as Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever.

Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

10. INDEMNIFICATION

10.1 Indemnification by Contractor

- a) Contractor agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("**Owner Indemnified Parties**"), from and against any and all Losses arising:
 - i. By reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract. If the Contractor fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the Contractor or the Owner by any Government Agency under any Applicable Law, then the Contractor shall be liable to pay all such fines, penalties or other assessments.
 - ii. From actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by Contractor or its Subcontractors in performance of the Services. Should any Services provided by Contractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Contractor shall, at the Owner's option, either procure for the Owner the right to continue using such services, replace same with equivalent, non-infringing services, or

modify the services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance as provided by the infringing services

- iii. From injury to or death of any Person (including employees of the Owner, Contractor and Contractor's Subcontractors or any third party) or from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Contractor or its Subcontractors. Contractor's indemnity obligations hereunder include claims and damages arising from non-delegable duties of the Owner; or
 - iv. From present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the campus and/or adjacent areas solely to the extent arising out of the gross negligence or wilful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract; provided, however, that nothing contained herein shall be construed as requiring Contractor to take any corrective action with respect to any Hazardous Material in existence prior to the Effective Date.
- b) Contractor's indemnity obligations shall apply regardless of whether the Owner Indemnified Party was concurrently negligent, whether actively or passively, excepting only where the Losses are caused solely by the negligence or Wilful Misconduct of, or by defects in design furnished by the Owner Indemnified Party. Contractor's defence and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Owner Indemnified Party for legal action to enforce Contractor's indemnity obligations.
 - c) With respect to claims by employees of Contractor or its Subcontractors on the Owner Indemnified Party, the indemnity obligations created under this Clause 10.1 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Contractor, its Subcontractors or Supplier/Contractors under any workers' compensation, disability benefits, Maternity benefits or other employee benefits acts or regulations, and Contractor waives any limitation of liability or immunity arising from workers' compensation or such other acts or regulations.
 - d) The Owner shall be entitled to retain from payments otherwise due to Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 10.1, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.

- e) Contractor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.

10.2 In the event that the indemnity provisions in this Contract are contrary to the laws of India, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Law.

10.3 Provision of this article shall survive termination or expiry of this Contract.

11 Limitation of Liability

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve (12) month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations.

12 Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions

substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

13 Ownership of Document and records

All reports, original drawings, graphics, plans, studies and other data or documents, in whatever form or format, assembled or prepared by Contractor or its employees, shall be the property of NCTE. EdCIL/NCTE shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to EdCIL/ NCTE all such documents, which have not already been provided EdCIL/NCTE in such form or format, as EdCIL/NCTE deems appropriate. Vendor may retain the copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered or generated in any way through this Agreement without the express written permission of NCTE.

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to NCTE, if needed at any reasonable time.

14 Non-Disclosure

The Supplier and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the NCTE business or operations details without the prior written consent of the owner.

15 Contractor Integrity

The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

16 Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

17 Applicable Law

This Agreement is governed by and shall be construed in accordance with the laws of India.

18 Taxes

Selected Bidder should be entirely responsible for all taxes, duties, octroi, road permits, etc., incurred until delivery of the contracted Goods/Services to the Consignee and end-NCTE site. EdCIL (India) Ltd. shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

19 Timeline: -

Timeline for execution of Project is given in Chapter-VI.

20 Payment Term

Payments will be done as per milestone given chapter-VI subjected to back-to-back basis on receipt of the related payment/funds from the end NCTE. Satisfactory acceptance of the deliverables from the end of NCTE must be submitted for the given milestone.

21 Service Level Agreement: -

The purpose of Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the successful bidder to the EdCIL (India) Ltd./end NCTE for the duration of this contract. The Successful bidder and EdCIL (India) Ltd./end NCTE shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of SLA. The full set of service level reports should be supplied and made available to the NCTE by the successful bidder on a monthly and quarterly basis based on the project requirements and as requested by the NCTE in writing from time to time.

The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Successful bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The Successful bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end

of every month and every quarter which is to be shared with NCTE on a monthly and quarterly basis. NCTE shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project.

The penalty for various delays and deficiencies in services will be as follows:

a) Penalty for delay in execution of project:

If the successful bidder does not complete the project within the stipulated period given in the Scope of Work, a penalty at the rate of 0.50% per week of the corresponding complete project cost will be levied for a maximum period of twenty weeks (10% of the total contract value). If the services are not completed even within this twelve -week period, then the contract will be liable for termination, in part or whole, at the discretion of EdCIL (India) Ltd. and at the risk and cost of the selected Bidder.

b) Penalty for failure of support(s): Service support during the contract period: -

The Supplier/Contractor should provide post implementation support for stipulated time as desired by NCTE. The Supplier/Contractor shall provide a website or any suitable means for electronic logging of complaints by the end users of INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION. The system should be able to acknowledge a receipt as proof of having lodged a complaint by the end users of INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION. The Supplier/Contractor should ensure uptime of 99.75%. However, maintenance downtimes may be excluded, if maintenance downtime has been taken with prior approval of NCTE. The penalties would be levied on the Supplier/Contractor in the event of downtime attributable to the Supplier/Contractor exceeds 0.25%. The Supplier/Contractor should submit the downtime reports generated through log for every quarter clearly indicating the reasons for the downtime. The Supplier/Contractor shall provide maintenance service on demand. In this regard the Supplier/Contractor shall post dedicated service staff in NCTE as per Purchase Order issued. The proposed service staff should have a minimum experience as given in Annexure-X.

This service staff will be located at the College/Department where application will be run.

For every 1% drop in uptime in each quarter over the required uptime of 99.75% a penalty up to 0.5% of the Quarterly Payment would be liable to be deducted. If the uptime in any quarter is 95% or less due to conditions which are wholly attributable to the successful Bidder, then the purchaser may terminate the contract. A penalty up to 0.5% of the value of Performance Bank Guarantee would be liable to be forfeited for everyday delay in response time or call fixing time for any problem logged by the Purchaser/Indenter. The contractor would first be liable to deposit the said penalty then only the PBG submitted would be released by the EDCIL.

Note* –

1. **The time taken by the contractor to trouble - shoot and fix the problem is shall be calculated from the time the call has been logged on to the Helpdesk till the time the problem has been fixed.**
2. **GST shall also be charged extra on penalty.**

c) Limitation of Penalties: -

After Starting of the work and services the maximum penalty should be levied as described below:

The total deduction should not exceed 10% of the total applicable fee for the said milestone for respective services/supply or quarterly payment.

If the bidder fails to deliver the services in the stipulated timeframe on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in subsequent sections of the Contract.

22 Termination for Default

The Owner should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier/Contractor, terminate the Contract in whole or part:

- a) If the Contractor fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the Owner, and Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the NCTE may have subsequently approved in writing.
- b) If the Contractor becomes insolvent or bankrupt.
- c) If, as the result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) If the Contractor fails to perform any other obligation(s) under the Contract.
- e) If the Contractor, in the judgment of the Owner has engaged in coercive, corrupt, fraudulent and obstructive practices in competing for or in executing the Contract. For the purpose of this Clause the meaning of coercive, corrupt, fraudulent and obstructive practices shall be same as ascribed to in the clause 1.6, 1.7, 1.8, 1.9 respectively.
- f) If the EdCIL (India) Ltd./NCTE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the EdCIL (India) Ltd. shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (f).

In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Firm should be liable to the EdCIL for total risk and costs for such similar Goods or Services. However, the Firm should continue the performance of the Contract to the extent not terminated.

23 Exit Management Services: -

- I. These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.
- II. Migration of the VMs, data, content and any other assets to the new environment or on alternate service provider and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.
- III. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NCTE.
- IV. The successful bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date.
- V. The successful bidder should ensure that it does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the NCTE.
- VI. Once the exit process is completed, removes the data, content and other assets from the cloud environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered, after the due permission of NCTE.
- VII. Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- VIII. The successful bidder should ensure that all the documentation required for smooth transition are kept up to date and all such documentation is handed over to NCTE during regular intervals as well as during the exit management process.
- IX. The Successful bidder shall provide necessary handholding support (for a maximum of 30 days) to assist in transition of the services from the Successful bidder to a replacement Successful bidder.

24 Compliancy certificate:

This certificate must be provided on their letter head indicating the bidder is capable of performing all the requirements provided in the scope of work.

25 Award of Contract:

- a) EdCIL (India) Ltd. reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- b) EdCIL (India) Ltd. has the right to review at any time prior to award of contract that the pre-qualification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria are no longer met by the Bidder whose offer has been determined as first rank.

26 Rates in Figures and Words:

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

27 Enurement: -

This Agreement shall ensure to benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

28 Severability:

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

30. Relationship between the parties

- (a) This Agreement does not constitute any Supplier, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities nor obligations on behalf of or binding upon the other party except as provided for in that Agreement.
- (b) Nothing in this Agreement constitutes a relationship of employer and employee. The Contractor must not act in any way other than as an independent contractor of the owner.
- (c) The Owner shall not be responsible for any payments in respect of:
 - (i) the remuneration of the Contractor's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation.
 - (ii) workers' compensation, accident, sickness and life insurance for the Contractor's personnel; and
 - (iii) Contractor's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional levies imposed by government from time to time.
- (d) The Contractor will not be subject to the supervision, direction or control on the manner in which he or she renders the agreed services, and will maintain a high level of discretion, flexibility and professional judgment as to how the work is performed and results achieved. Checking of the Contractor's work by the Owner or co-ordination with other onsite project activities will not constitute control over the Contractor.

31. Compliance

The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

32. Sub-letting

The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing therefrom or under the contract without the prior written consent of the Owner.

33. Acknowledgement:

It is hereby acknowledged that Bidder have gone through/read all the conditions mentioned above and agree to abide by them.

34. Fall Clause

The Bidder undertakes that the rates quoted by him in the financial bid for each item is not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the Firm, provided all condition of the work including time, scope, logistics, specifications and country are same.

ANNEXURE-I

<< Organization Letter Head >>

Declaration sheet

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Blacklisted/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format:	
a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)**Name:** _____**Seal of the Supplier**

ANNEXURE-II

Letter of bid submission

To

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

Subject- Request for Proposal to Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Upgradation & Maintenance of Cloud based Integrated Digital Infrastructure Application portal for NCTE.

-Submission of Bid -

Sir,

This bears reference to EdCIL Bid No. **EdCIL/DES/SD/NCTE/001** Dated We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document and have examined the details given in Notice Inviting Bid & Bid Document for the above work.

I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made, and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL (India) Ltd. on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL (India) Ltd. will not entertain any claim or entertain any reason for this intentional act. EdCIL (India) Ltd. may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL (India) Ltd. or its NCTE on this account.
3. I/We hereby certify that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL (India) Ltd. from any claim or demand, action or

proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

4. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL (India) Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL (India) Ltd. to approach individuals, employers, Suppliers and corporation to verify our competency and general reputation.
6. I/We submit the all **certificates** in support of our suitability, technical knowledge and capability for having successfully completed works **as detailed out in Annexure-V**.
7. Earnest Money Deposit amounting to Rs. ----- in the form of BG/Demand Draft/Direct Bank Transfer No. ----- dated ----- issued by ----- Bank is submitted.
8. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable
Enclosures:

Date of Submission :

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

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

ANNEXURE III

Undertaking

This is to confirm that we M/s _____ (give full address) have not been declared blacklisted/debarred by any government department and public sector undertaking /enterprise or by any other NCTE in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee and can take any legal action which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of Supplier is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

ANNEXURE IV**Annual Average Turn Over: -**

Sl. No.	Financial Year	Annual Turn over
1.	2020-21	
2.	2021-22	
3.	2022-23	
Total		
Average		

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet for all three years to be attached.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

ANNEXURE-V**Details of Projects Completed During Last 5 years****Bid No.:****Name of the Supplier:**

S.No	Name of Client	Name of the Project and brief description	Value (Excluding Tax)	Date of award	Date of Completion	Current Status	Name of Contact Person and other details
1.							
2.							
3.							
4.							
5.							
6.							
7							
8							

ANNEXURE-VI

Power of Attorney

Know all men by these presents, we..... (name of Supplier 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 confirm 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 2023.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1.(Signature, name and address)

2.(Signature, name and address)

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power 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 it is carries a conforming Apostle certificate.

ANNEXURE – VII

Name of the Bank: _____

To

**CGM (DES),
EdCIL (India) Limited,
EdCIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)**

Performance Bank Guarantee Format

In consideration of the **CGM (DES)**, EdCIL (INDIA) LIMITED acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL”) 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 Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ (₹ _____ only) as a performance security Guarantee from the Agency 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 an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL.
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 through the **CGM**, EdCIL 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 Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency 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 any money so demanded notwithstanding any dispute or dispute raised by the Agency 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 Agency 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 NCTE 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, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency 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 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 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 shall be on being called upon to do so by the EdCIL. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the EdCIL that the EdCIL 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 against the said Agency 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 Agency or any forbearance act or omission on the part of the EdCIL or any indulgence by the EdCIL to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for the said provision would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL in writing.
9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL. 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:	The	Day of	For
		(indicate the name of bank)	
		Signature of Banks Authorized official	
Witness		(Name)_____	
		Designation with Code No. -----	
1		Full Address-----	
2.			

ANNEXURE-VIII

Proforma Pre Contract Integrity Pact

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2023, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

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

WHEREAS the EdCIL (India) Ltd. proposes to procure services towards **“Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Updation/ Upgradation & Maintenance of Cloud based (Integrated Digital Infrastructure Application) portal for NCTE “**

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. **EdCIL/DES/SD/NCTE/001** Dated 2023.

WHEREAS the BIDDER is a private Supplier /public Supplier / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL (India) Ltd. 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 (India) Ltd. to obtain the desired services as referred to in the Bid document No. **EdCIL/DES/SD/NCTE/001** dated2023 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 (India) Ltd. 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 (India) Ltd.

- 1.1 The EdCIL (India) Ltd. undertakes that no official of the EdCIL (India) Ltd., 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 (India) Ltd. 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 (India) Ltd. with full and verifiable facts and the same is prima facie found to be correct by the EdCIL (India) Ltd., necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL (India) Ltd. 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 (India) Ltd. 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 (India) Ltd., 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 (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 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 confirms and declares to the EdCIL (India) Ltd. that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or Supplier whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL (India) Ltd. or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual or Supplier in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
 - 3.6 The BIDDER, either while presenting the bid or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 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.
 - 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 (India) Ltd. 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 (India) Ltd., or alternatively, if any relative of an officer of the EdCIL (India) Ltd. has financial interest / stake in the BIDDER's Supplier, 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 (India) Ltd.

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 Supplier in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting technical bid, the BIDDER shall deposit Earnest Money with the EdCIL (India) Ltd. in the form of BG/Demand Draft/ Direct Bank Transfer drawn in favour of EdCIL (India) Limited and 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 shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL (India) Ltd., including O&M 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 (India) Ltd. to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL (India) Ltd. 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 anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL (India) Ltd. to take all or any one of the following actions, wherever required:

- i. 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 (India) Ltd. and the BUYER (EdCIL (India) Ltd.) shall not be required to assign any reason therefore.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. To recover all sums already paid by the EdCIL (India) Ltd., 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 shall be. If any outstanding payment is due to the BIDDER from the EdCIL (India) Ltd. 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.
- iv. 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 (India) Ltd., along with interest.
- v. 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 (India) Ltd. resulting from such

- cancellation/rescission and the EdCIL (India) Ltd. shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL (India) Ltd.
 - vii. 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.
 - viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL (India) Ltd. with the BIDDER, the same shall not be opened.
 - ix. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL (India) Ltd. to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL (India) Ltd. will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (ix) 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 (India) Ltd. 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 (India) Ltd., in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 7.1 An Independent monitor (s) shall be appointed by EdCIL (India) Ltd., 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 (India) Ltd.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL (India) Ltd. 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 (India) Ltd. 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 (India) Ltd. / BIDDER and, shall 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 (India) Ltd. 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**

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

10 **OTHER LEGAL ACTIONS**

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

11 **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the RFP **EdCIL/DES/SD/NCTE/001** towards complete execution of the contract to the satisfaction of both the EdCIL (India) Ltd. and the BIDDER/Seller, including O&M 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 Bidder with successful bidder.

11.2 Shall 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

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

ANNEXURE -IX**Tender Compliance Sheet**

S No.	Documents Required	Supporting Document	Page No.
1	Certificate of Incorporation/ Any other relevant supporting document for its constitution.		
2	GST Registration certificate and PAN number		
3	Copy of Purchase Orders and Completion Certificate		
4	Audited/Certified financial statements by chartered Accountant. Valid registration certificate issued by NSIC/MSME or other appropriate government authorities.		
5	Signed Copies of ISO Certificate issued by the authorized ISO partner		
6	The bidder shall furnish an Undertaking of Non-Blacklisting duly attested by notary on a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure III		
7	MeitY certification for Cloud Service Provider		
8	Authorization letter/self-declaration of being original code producer		
9	An Undertaking to be submitted by designated authority (Company Secretary) of the organization that bidders have minimum technical manpower strength of 50 persons on its rolls at least for six months		
10	Declaration Sheet as per Annexure-I		
11	Letter of Bid Submission as per Annexure-II		

12	Letter of Undertaking for Non-Blacklisting as per Annexure-III		
13	Annual Average Turnover as per Annexure-IV		
14	Details of Project completed during last 5 years as per Annexure V		
15	Power of attorney shall be submitted in prescribed format on non-judicial stamp paper as per Annexure VI		
16	Performance Bank Guarantee as per Annexure VII		
17	Proforma pre contract integrity pact as per Annexure VIII		
18	Tender Compliance Sheet as per Annexure IX		
19	Requirement of Key Personnel as per Annexure X		
20	Bank Guarantee towards Bid Security (EMD) as per Annexure XI		
21	Performa for Declaration on proceedings under insolvency & bankruptcy code, 2016 as per Annexure XII		
22	Financial bid submission form and Price bid as per Bid Forms (Form-I)		
23	Solvency certificate issued from bidder's bank (Scheduled Commercial Banks) for minimum value of Rs. 2.8 Crore; not more than 6 months old. OR For MSME/Start-ups Solvency certificate issued from bidder's bank (Scheduled Commercial Banks) for minimum value of Rs. 2.24 crores; not more than 6 months old.		

ANNEXURE - X**Appendix: Requirement of Key Personnel**

Requirement of Key Personnel to be deputed at NCTE, Delhi.

1. The successful bidder shall deploy experienced resources at premise of institute which must be a full-time employee of the successful bidder.
2. Minimum qualification and experience with Job description is mentioned in the table given below:

Role	No.	Qualification	Job-Description & relevant experience
Project Manager (Team Leader)	1	B.E/B.Tech (CS/IT) and M Tech/MBA(or equivalent)	<ul style="list-style-type: none"> <input type="checkbox"/> Atleast 10 years of total experience including 5 years of integrated digital infrastructure application implementation experience. <input type="checkbox"/> minimum 10 years of experience in IT/ software development/ IT System projects. <input type="checkbox"/> Involved in managing at least 3 successful full life cycle implementation(s) of integrated digital infrastructure application. <input type="checkbox"/> Should be on payroll of the bidding Supplier. <input type="checkbox"/> Involved in solution design, business blueprinting in similar assignments in the past. <input type="checkbox"/> Should have been involved in fit-gap analysis jointly with functional consultant – identifies gaps and designs the solution to address the gaps.
Team Member-Software development Expert	2	B.E/B.Tech (CS/IT) or MCA	<ul style="list-style-type: none"> <input type="checkbox"/> Atleast 05 years of total experience including 02 years of integrated digital infrastructure application implementation experience. <input type="checkbox"/> Minimum 5 years of experience in development in IT/ software development/ IT System projects. <input type="checkbox"/> Should have been involved in installation of Cloud and operating system, database and configuration, system maintenance, installation of proposed integrated digital infrastructure application system. <input type="checkbox"/> Should be on payroll of the bidding Supplier. <input type="checkbox"/> Must be able to impart refresher training as and when required to the new employees in the university and during AMC.
Team Member-	1	B. Tech / B.E or MCA	<ul style="list-style-type: none"> <input type="checkbox"/> Atleast 05 years of total experience including 02 years of integrated digital infrastructure application implementation experience as

Database Expert			<p>database expert.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Minimum 5 years of experience as database expert. <input type="checkbox"/> Should have been involved in installation of Cloud database and configuration, system maintenance, installation of proposed integrated digital infrastructure application system. <input type="checkbox"/> Should be on payroll of the bidding Supplier. <input type="checkbox"/> Must be able to impart refresher training as and when required to the new employees in the university and during AMC.
Team Member-Business Analyst	1	B. Tech / B.E or MCA	<ul style="list-style-type: none"> <input type="checkbox"/> Atleast 05 years of total experience including 02 years of integrated digital infrastructure application implementation experience as business analyst. <input type="checkbox"/> Minimum 5 years of experience in development in IT/ software development/ IT System projects as business analyst. <input type="checkbox"/> Should have been involved in installation of Cloud and operating system, database and configuration, system maintenance, installation of proposed integrated digital infrastructure application system. <input type="checkbox"/> Should be on payroll of the bidding Supplier. Must be able to impart refresher training as and when required to the new employees in the university and during AMC.
Team Member-Tester	1	B. Tech / B.E or MCA	<ul style="list-style-type: none"> <input type="checkbox"/> Atleast 05 years of total experience including 02 years of integrated digital infrastructure application implementation experience as tester. <input type="checkbox"/> Minimum 5 years of experience in development in IT/ software development/ IT System projects as tester. <input type="checkbox"/> Should have been involved in testing for installation of Cloud and operating system, database and configuration, system maintenance, installation of proposed integrated digital infrastructure application system. <input type="checkbox"/> Should be on payroll of the bidding Supplier. Must be able to impart refresher training as and when required to the new employees in the university and during AMC.

3. Resume Format:

Name:	Role ()
Qualification(s)	
Overall work experience (in years)	
Relevant experience	
Employed by bidder Supplier since	
Details of relevant professional experience	
Engagement Type	
Entity	
Nature of Entity (PSE / Private)	
Period of engagement	
Role	
Key work performed	

ANNEXURE – XI

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

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

WHEREAS..... (HERE IN AFTER CALLED "THE BIDDER") HAS SUBMITTED ITS BID DATED(DATE) IN RESPONSE TO THE RFP NO: FOR REQUEST FOR PROPOSAL TO STUDY/ANALYSIS, DESIGN, DEVELOPMENT, CUSTOMIZATION, SUPPLY, CONFIGURATION, OPERATION, ROLLOUT AND REGULAR UPDATE/ UPGRADATION & MAINTENANCE OF CLOUD BASED (INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION) PORTAL FOR NCTE, (HERE IN AFTER CALLED "THE BID")

KNOW ALL MEN by these presents that We having our registered office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of for which payment well and truly to be made to the said EdCIL (India) Ltd. itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL (India) Ltd. during the period of Bid validity:
 1. fails or refuses to execute the Agreement form if required; or
 2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL (India) Ltd. up to the above amount upon receipt of its first written demand, without EdCIL (India) Ltd. having to substantiate its demand, provided that in its demand EdCIL (India) Ltd. will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of

for (indicate the name of bank)
Signature of Banks Authorized official
Witness (Name) _____
Designation with Code No. -----
1 Full Address-----

ANNEXURE-XII

PERFORMA FOR DECLARATION

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Tender No.: Name of Work: Bidder's Name:

I/ We, M/s. _____ declare that: -

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

Place:

Date:

Signature of Bidder

Name of Signatory

Annexure XIII

LIST OF AUTHORISED BANKS FOR BG

Following banks are permissible for accepting Bank Guarantees:

SCHEDULED PUBLIC SECTOR BANKS

Sr. No	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

SCHEDULED PRIVATE SECTOR BANKS

Sr. No	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

Financial Bid

Instructions to Bidders

1. Financial Bid shall be submitted with full price details.
Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation.

Financial Bid Standard Forms (**Form-1**) shall be used for the preparation of the price quote according to the instructions provided.
2. The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
3. The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder Supplier.
4. The financial bid should be filled in all respect and uploaded in “.PDF” format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

Financial Bid Submission Form

To:

**CGM (DES),
EdCIL (India) Limited,
EdCIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)**

Dated: ___/___/2023

Dear Sir,

We, the undersigned, offer to provide **“Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Updation/Upgradation & Maintenance of Cloud based (INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION) portal for NCTE”** In accordance with your request for proposal dated ___/___/2023 and certify that no terms and conditions have been stipulated by us in the Financial Bid.

Our attached Financial Bid is for the amount of _____
[Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}].

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Form-1
FINANCIAL BID

A. Software Application Cost

S. No	Particulars	Cost (In Rupees) including any other prevailing tax/Duty (except GST)	GST (in Rs.)	Total Price
1.	Software Application Cost			

B. Implementation Cost

Implementation Cost				
S. No	Particulars	Cost (In Rupees) including any other prevailing tax/Duty (except GST)	GST (in Rs.)	Total Price
1	SRS and FRS document Submission with Gap Assessment			
2.	<input type="checkbox"/> Design, Development, Implementation of integrated digital infrastructure application <input type="checkbox"/> Testing, Debugging (UAT)			
4.	Security Certification (Security Audit by CERT-IN)			
(B) = Total Implementation Cost				

Note: *

- (i) The system will be deployed on cloud based at level three data center and will be accessible over secure connections from other remote sites as well.
- (ii) The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster

management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will be the responsibility of the solution provider.

- (iii) Application response time must also be optimally designed and maintained by the solution provider.

C. Annual Maintenance Cost

S. No	Particulars	Cost (In Rupees) including any other prevailing tax/Duty (except GST)	GST (in Rs.)	Total Price
1	AMC Cost for a 1 st Year after expiry of implementation and 01 year of warranty (handholding) period (Should be maximum of 5% of sum total of (A+B))			
2	AMC Cost for 2 nd Year after expiry of implementation and 01 year of warranty (handholding) period (Should be maximum of 5% of sum total of (A+B))			

D. Complete Project Cost for a Period of Three (1 + 2) Years (Inclusive of taxes) = (A)+(B)+(C)

E. Other Miscellaneous Charges*:

S. No	Particulars	Cost (In Rupees) including any other prevailing tax/Duty (except GST)	GST (in Rs.)	Total Price
1	Optimum SMS Gateway Charges	Cost per 1,00,000 Messages		

Note:

1. The Supplier have to place adequate number of resources on NCTE campus for day-to-day maintenance; bug fixing and smooth running of INTEGRATED DIGITAL INFRASTRUCTURE APPLICATION during the entire period of AMC.
2. Total AMC cost must include the refresher training twice in a year as a lump sum cost estimated on the basis of component B of financial bid.
3. The cost of hiring the cloud with OS and associated software components needed to run application during AMC (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will the responsibility of the solution provider.
4. **No other charge shall be paid except the ones mentioned in Financial Bid.**
5. Tender would be awarded to winner of QCBS bid.
6. The bidder shall quote the price including all duties as applicable. EdCIL shall only make payment towards the GST charged in the Invoice. Other than that, no other taxes/duties/charges will be paid.
7. No other charges shall be paid extra.
8. The costs quoted above shall be inclusive of all the incidental costs pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.
9. Any discount or change in the price should be included in the price quoted above.
10. If there is any discrepancy in the price quoted in figures and words, the price quoted in words shall be considered.