



**EdCIL (India) Limited**  
**(A Government of India Enterprise)**  
**(A Mini Ratna Company)**

**(An ISO 9001-2008 & 14001-2004 Certified Company)**  
**EdCIL House, Plot no. 18-A, Sector 16-A, NOIDA – 201301 (U.P.)**

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

<b>Tender Ref. No. EdCIL-IMS-SP(TEST)-2018/1</b>	<b>Dated 25<sup>th</sup> May, 2018</b>
Start Date & Time of Submission of Bid	25 <sup>th</sup> May, 2018
Last date for submission of Pre-bid query	4 <sup>th</sup> June, 2018 at 1500 Hrs
Date of Pre-Bid Meeting	5 <sup>th</sup> June, 2018 at 1100 Hrs
Last Date & Time of Submission of Bid	22 <sup>nd</sup> June, 2018 up to 1500 Hrs
Date & Time of Opening of Technical Bid	22 <sup>nd</sup> June, 2018 at 1530 hrs

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

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## **CHAPTER - 1**

### **Introduction**

EdCIL (India) Limited, is a “Mini Ratna” Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas. The Company has in the recent past registered rapid growth with the turnover having more than doubled to Rs 175 crores in FY 15-16.

Clients of EDCIL include most State and Central Govt. Departments including MHRD, PSUs and Autonomous bodies including IITs, IIMs, IIITs, Kendriya Vidyalaya and Navodaya Vidyalaya.

#### **Vision**

To be the most trusted project management and consultancy organization offering educational and human resource consultancy services

#### **Service Spectrum**

EdCIL undertakes end-to-end projects on turnkey basis from concept to commissioning in the Educational space and ensures effective management of activities from identification of objectives through continuous monitoring leading to optimal fulfillment of targets within the stipulated time frame.

The verticals have leveraged expertise gained over three decades, strong alliances and commitment of dedicated teams to ensure a strong national and global presence for the Company. These have strengthened our core competency in all areas of Education and human resource development. EDCIL presently has strong verticals in the following areas:

##### **1.1 Online Testing and Assessment Services**

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offering online recruitment solutions to bring in higher transparency and efficiency.

This is the biggest vertical of EdCIL which has received overwhelming market response. The clients include Central and State Govts, large PSUs and Autonomous bodies etc. The vertical organizes online recruitment tests across multiple segments of employees covering varied sectors of the economy.

Being a PSU targeted towards meeting educational needs, the company focuses on organizing online examinations for recruitment of teachers & principals as a specialized service.

## **1.2 Educational Infrastructure Services**

Following key services are provided by the vertical covering Educational infrastructure management (turnkey execution and project management consultancy) services

- Concept Design
- Detailed Drawings
- Detailed Project estimate with Bill of Material
- Construction Schedule /Procurement Plan
- RFP documents
- RFP Process Management
- Project construction monitoring
- Incident monitoring
- Modifications in schedule
- Quality Assurance and Control
- Billing and Payments
- Getting Completion / Occupancy Certificates from Statutory Authorities
- Final Project Completion Report with Expense Analysis

## **1.3 Educational Procurement Services (Lab Equipment, IT products, Furniture etc.)**

Leveraging three decades of experience in domestic and overseas sector, following key services are provided by the vertical as part of the Procurement Services focusing on maximizing TCO in educational and human resource development space:

- Educational Product research
- Vendor empanelment
- Demand Aggregation
- Development of Sourcing Strategy
- E-Tendering
- Bid Analysis
- Finalization of contract
- Order Placement
- Monitoring receipt of shipment including Quality check at client site
- Vendor payment management
- Monitoring AMC/Warranty
- Monitoring client feedback.

#### **1.4 Digital Education System**

The Company strongly believes that digitization will be a game changer in addressing of quality, quantity and governance needs in both Schools and Higher education. The Company accordingly focuses on all emerging areas of IT/ICT applications in the sector.

Following key services are provided by vertical as part of the Digital Education System

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation
- Virtual Classrooms
- Smart Campuses
- Online Admission System
- Computer labs

#### **1.5 Advisory Services**

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

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization Restructuring (sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Training Designing
- Impact Assessment ( ICT/other schemes)
- Designing of new education schemes
- Education content Design

#### **1.6 Overseas Education Services**

Based on strong MEA/MHRD endorsement with in India, client confidence and alliances gained globally over three decades, the vertical executes sponsored and aggregated inbound overseas student admissions and faculty hiring and also effectively meets the individual needs of inbound students wanting to study in India.

The vertical focuses on high potential target markets covering mostly SAARC, Middle East and African nations.

The following services are specifically offered:

- Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes
- Student/faculty exchanges
- All other Project management and consulting services extended in domestic sector

### **1.7 TSG (Technical Support Group)**

This is EDCIL's project management and logistical support vertical (also known as Technical Support Group -TSG) to extend operational support to MHRD in implementing several Mega Pan-India projects. The services include:

- Logistical support to various large MHRD schemes (e.g. SSA, MDM, RUSA and RMSA)
- Outsourcing of consultants etc.
- Event management support
- Procurement services
- Transportation support

## CHAPTER - 2

### **ABBREVIATIONS & DEFINITIONS**

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

OWASP	The Open Web Application Security Project is an online community which creates freely-available methodologies, documentation, tools, and technologies in the field of web application security.
PBG	Performance Bank Guarantee
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called buyer. EDCIL in this Bid document.
QP	Question Paper
RAM	Random Access Memory
Request for Bid	Bid document, is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SME	SME is the ‘Subject Matter Expert’ who is an appointed academic for the preparation of the examination paper.
SOP	Standard Operating Procedures
SoW	Scope of Work
TC	Tender Committee

**CHAPTER – 3**  
**PROJECT BACKGROUND**

EdCIL (India) Limited intends to hire an agency for Infrastructure, Process & Security Audit of Computer Based Recruitment Examination from CERT-In Empanelled and ISO 27001 certified auditing organizations/agencies for covering core applications in DC and DR and headquarter location and approximately 20 examination centers in various cities across India.

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

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

And, deliverables defined in Chapter 7.

In this regard, EdCIL (India) Limited (hereinafter referred to as EdCIL) invites open bids from ISO 9001 & 27001 certified, CERT- In Empanelled organizations/agencies, located in India, for vulnerability test involving operation in the various aspects of examinations in Recruitment Services provided by EdCIL, in accordance with the terms and conditions of this document (hereinafter called bid document).

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

## CHAPTER - 4

### NOTICE INVITING TENDER

(E-Tendering mode)

Dated: 25<sup>th</sup> May 2018

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

EdCIL (INDIA) LTD invites bids for “**Selection of an Agency for Infrastructure, Process & Security Audit of Computer Based Recruitment Examination**” as per terms & conditions specified in the tender document.

<b>Mode of Tendering</b>	e-Tendering
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)
<b>Date of Issue/Publishing</b>	25-05-2018
<b>Document Download/Sale Start Date available on the website <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a></b>	25-05-2018
<b>Last date for submission of Pre-bid query</b>	04-06-2018 at 1500 Hrs
<b>Date for Pre-Bid Meeting</b>	05-06-2018 at 1100 Hrs
<b>Document Download/Sale End Date</b>	21-06-2018 at 1100 Hrs
<b>Venue of Pre-Bid Meeting</b>	EdCIL House, Sector-16 A, Noida
<b>Last Date and Time for receipts of Bids</b>	22-06-2018 up to 1500 Hrs.
<b>Date and Time of Opening of Technical Bids</b>	22-06-2018 at 1530 Hrs.
<b>Bid document Fee</b>	Rs.1000/- (One Thousand only) in form of Demand Draft. Scanned copies of DDs shall be uploaded and original sent along with tender as per the Instructions to bidders.

<b>Earnest Money Deposit</b>	Rs.50,000/-(Fifty Thousand Only) ( In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders
<b>No. of Covers (1/2/3/4)</b>	02 (Two Packet)
<b>Bid Validity days (180/120/90/60/30)</b>	90 days (From the date of opening of technical bid)
<b>Address for Communication</b>	CGM(DES) EdCIL (India) Limited, Plot no. 18 A, Sector-16A, Noida-U.P. 201 301
<b>Submission of RFP Document and Contact person</b>	CGM(DES) EdCIL (India) Limited, Plot no. 18 A, Sector-16A, Noida-U.P. 201 301
<b>Contact No.</b>	0120- 2512001 to 2512006
<b>Email Address</b>	<a href="mailto:vsingh@edcil.co.in">vsingh@edcil.co.in</a>

## **CHAPTER- 5**

### **INSTRUCTION TO BIDDERS FOR E-TENDERING**

#### **1. Instructions for Online Bid Submission:**

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

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal (URL:<https://www.tcil-india-electronictender.com>) through TCIL. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

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

#### **2. Broad Outline of Activities from Bidder's Perspective:**

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

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

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

**3. Digital Signature Certificates:**

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

**4. Registration:**

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

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:**

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

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete

activities related to your organization, such as creation of users, assigning roles to them etc.

**5. SEARCHING FOR TENDER DOCUMENTS:**

- I. There are various search options built in the ETS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the ETS Portal.
- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the ETS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

**6. PREPARATION OF BIDS:**

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

**7. SUBMISSION OF BIDS:**

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favor of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/Tender fees are required to be submitted along with signed downloaded copy of tender document.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

OR

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

- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.
- VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.
- X. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

**8. ASSISTANCE TO BIDDERS:**

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

<b>EdCIL/ ETS Helpdesk</b>	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91- 9868393717  (Please contact in case of emergency during non-working hours)
E-mail ID	<a href="mailto:skapil@edcil.co.in">skapil@edcil.co.in</a> & cc to: <a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

**9. Offline Submissions: (AS PER TENDER REQUIREMENT)**

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

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

- I. Original copy of the Bid Fee and EMD Security in the form of Demand Draft.
- II. Original copy of the power-of-attorney
- III. Pass Phrase for all bid parts i.e. Eligibility, Technical & Commercials.

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

**10. Public Online Tender Opening Event (TOE):**

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

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

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

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

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

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

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

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

- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of - Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

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

**12. MINIMUM REQUIREMENTS AT BIDDER'S END:**

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

**Note:**

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

## CHAPTER - 6

### **BID EVALUATION AND ELIGIBILITY CRITERIA**

#### **1. Bid Evaluation Process**

The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS). The bids submitted by the bidders will be evaluated by taking the following factors into consideration:

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

**ii) Demonstration and Presentation:**

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

- Prior experience of the Bidder in Infrastructure, Process and Security (audit inclusive of all three categories) Audit of Computer Based Recruitment Examination
- Capability of the Bidder to conduct vulnerability test of 20 examination centers in various cities across India.
- Details of the infrastructure for successful completion of work
- Availability of adequately trained personnel in the organization to conduct the vulnerability test

**iii) Detailed Evaluation:** The applications found eligible as per the Initial Eligibility Criteria shall be further evaluated based on the parameters mentioned at point 3.0 of this chapter.

**iv) Final Evaluation:**

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

#### **2.0 Initial Eligibility Criteria for short listing for Bidders**

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

S.No	Eligibility Criteria	Documentary evidence to be submitted
1.	The Bidder must be a Company/ Firm/ organization/ agency registered under Indian Company Act, 2013/ The Partnership Act 1932. Consortium of companies/ firms is not allowed	Certificate of incorporation/ registration
2.	The bidder should neither have been Debarred and / or blacklisted by any <b>Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC</b> etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only)	Non-judicial stamp paper of value Rs. 100/- as per Annexure-3.
3.	The bidder must have conducted at least 07 Infrastructure, process and security audit for Government Departments / Autonomous Bodies / PSU PAN India in the last three financial years (FY 2014-15, 2015-16 & 2016-17).	Copies of Work Orders and Completion certificate
4.	The bidder should have minimum average total turnover of Rs. 4 Crores during last three financial years (FY 2014-15, 2015-16 & 2016-17). Out of which average turnover generated from services related to Infrastructure, Process and Security Audit during the last three financial years (as per the last published Income Statement) should be at least Rs. 2 Crores.  MSME bidder with valid NSIC registration certificate should have minimum average total turnover of Rs. 03 Crores during last three financial years (FY 2014-15, 2015-16 & 2016-17). Out of which average turnover generated from services related to Infrastructure, Process and Security Audit (audit inclusive of all three categories) during the last three financial years (as per the last published Income Statement) should be at least Rs. 1.5 Crores.	A certificate of Turnover from Statutory Chartered Accountant with self-attested audited balance sheet for the last three financial years  Valid NSIC registration certificate along with above mentioned certificate for turnover
5.	The agency should be certified for compliance with established Information Security Standards such as ISO 9001 & 27001 (The bidding agency shall ensure that such certificate is valid through the Contract term. Any renewal of such certificate shall be the sole responsibility of the bidding agency without any recourse to EdCIL in any manner whatsoever)	Copies of ISO 9001 & 27001 certificate

6.	The Bidder must have been empanelled with CERT-In as an auditing organization, having valid empanelment certificate.	Copy of Empanelment certificate
7.	Bidding Company should be profit making and must not be making any financial losses in last 3 years FY 2014-15, 2015-16 and 2016-17.	A certificate from Chartered Accountant with self-attested audited balance sheet for the last three FY 2014-15, 2015-16 & 2016-17

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

### 3.0 Detailed Technical Evaluation

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

S. No	Parameters	Documentary evidence to be submitted	Maximum Score
1.	The bidder should have minimum 30 qualified permanent staff (CISA/ CISSP/ CISM/ CCNA/GIAC(SANS)/DISA) on its rolls in conducting security audit.  >=30 to 50 employees :10 >50 employees : 15	Certificate for work experience for each resource	15
2.	Average annual turnover during last three financial year (FY-2014-15, 15-16 & 16-17) should be i) >=04 to 06 Crores : 10 ii) >06 crores : 15  Average annual turnover during last three financial year (FY-2014-15, 15-16 & 16-17) for MSME/NSIC registered agency should be i) >=03 to 05 crores :10 ii) >5 Crores :15	Certified balance sheet for the financial year 2014-15, 2015-16 & 2016-17	15
3.	The bidder should have minimum 3 years of experience in conducting Infrastructure, Process and Security Audit on their own	Copy of work order and	10

	without subcontracting the assignment i) >= 3 to 5 years : 5 ii) >5 years : 10	clientele list	
4.	Audit of minimum 07 Infrastructure, Process and Security Audit work for Govt. / PSUs/ Educational Institutions/ autonomous bodies in India during last three Financial Years. (FY 2014-15, 15-16 & 16-17) i) >= 07 to 09 security audits : 05 ii) >09 to 11 security audits : 10 iii) >11 security audits : 15	Copy of work order and clientele list	<b>15</b>
5.	Experience of auditing computer based examination process with at least 150 examination centres i) Upto 50 centres : 10 ii) More Than 100 centres : 15 iii) More Than 200 Centres : 20	Copy of Work Order	<b>20</b>
6.	Execution planning to be presented by the bidder to EdCIL Management;  I. Presentation II. Team Deployment III. Workflow/Methodology	Based on Approach and methodology for security audit described in Presentation	<b>25</b>
	<b>Total</b>		<b>100</b>

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

#### **4. Financial Evaluation**

The financial bids shall be opened of only those bidders who have been found to be technically eligible and they shall be informed in due course. EdCIL shall inform the date and time for opening of financial bid.

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

#### **5. Final Evaluation of the Bids**

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

There will be 70% weightage for Technical score and 30% for financial score.

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

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

Where:

Fn=Normalized commercial score for the bidder under consideration

Fb=Absolute financial quote for the bidder under consideration

Fmin= Minimum absolute financial quote

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

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

## **CHAPTER – 7**

### **SCOPE OF WORK**

#### **Objective**

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

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

#### **1. Infrastructure, Physical, Logical and Network Vulnerability Test of IT centralized data centre & examination centres:-**

- I. The entire centralized command centre (DC & DR), Headquarter (EdCIL) and examination centres having IT infrastructure and connectivity to centres.
- II. Physical & Environment Vulnerability audit at 20 examination centres across India (centre details will be provided to successful bidder later on after issue of LoA) which includes audit of surveillance such as LAN connection, desktop, local server, CCTV, Jammers, if any, along with possibility of misuse of internet and Bluetooth device or any other techniques. Standby electric supply (UPS & DG sets), provision of 10% additional desktops & standby server, provision of sufficient illumination and air-conditioning/ventilation, access control arrangements to prevent any unauthorized entry etc.
- III. Network connectivity & vulnerability tests of desktops & server at centralized location and each centre.
- IV. Vulnerability related to candidate's system including hardware, OS, processor speed, RAM, network and internet, connectivity, key boards etc.
- V. CCTV camera solutions deployed in the centre to be audited for maintenance of logs as per the standards, video footage management and transfer process of data to the command centre, data retention period on central server.
- VI. Security of server and network devices, pre-requisites for hardware and software.
- VII. Specifications for devices and systems to be used for authentication of identity and audit trail mechanism.

- VIII. Process for registration of test centres and contact details after verification using capacity estimation process and mapping the test centres with command centre.
- IX. Seat/machine allocation to every registered and eligible candidate and handling of security parameters for the conduct of computer based recruitment examination.
- X. System scanning, browser compatibility, network configuration, required bandwidth, eligible nodes for conduct of computer based examination and OS compatibility check at test centres including remote and crowded places.
- XI. Check for compliance of action taken report by empanelled service provider for the vulnerabilities found at examination centres by auditor at IT centralized centre & sample examination centres based on the level of risks found.
- XII. Ensure that complete and proper biometric registration process of the candidates before start of examination (digital photo and bio metric fingerprint) taken place and after that allow candidates to appear for test at examination centres
- XIII. While exam will be conducted on local LAN, ensure that data of test progress should be transferred to central server every 15 minutes for monitoring purposes. The data should be real time data generated from each Exam Centre during the examination.
- XIV. Ensure the arrangement of necessary servers to conduct the examination at each test centre. Primary and Secondary server should be available for every 200 or 250 candidates at a test centre with sufficient LAN bandwidth.
- XV. At the end of the exam, transfer/export of candidate response, audit trails and registration data(biometrics & photo) should be done on secured channel by using necessary encryption techniques from local server to the data centre of the technical partner within 3 Hours(or less) from each exam centre.

**Deliverables (Phase 1):** Audit Report on Physical, Environmental & network vulnerability audit at Centralized IT centre and each examination centre along with the recommended solutions as per industry best practices for vulnerabilities found.

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

- I. Vulnerability Assessment as per OWASP standard.
- II. Software development and internal unit/quality testing phases audit to ensure error free application software.

- III. Application data management and admit card generation process to avoid any data conflicts/mismatches.
- IV. Process audit of entire conduct of the exam from online registration to preparation of merit list.
- V. Verification of encryption and decryption technology being used for uploading of question paper and other exam related data at server premises and location.
- VI. Verification and check on maintenance of SOP and process documentation related to computer based recruitment examination
- VII. Compatibility of online e-form to all browsers (Firefox, Google Chrome and Internet Explorer).
- VIII. Secure integration of payment gateway/bill desk with design and development of software of online registration of candidates.
- IX. Ability to generate unique login ID and password to each registered candidate.
- X. Data archiving and retention for assessments (applicable for all end to end examination related data).
- XI. Auditing agency will also have to assist in patching vulnerabilities, if any, after security audit for the platforms i.e. Dot net/SQL server or any other at application level.

**Deliverables (Phase 2):** Detailed report along with recommendations on Application, examination software, database management, Encryption/Decryption techniques, risk mitigations, as per the industry best practices for the vulnerabilities found.

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

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

- VII. Access trail on request to download the question paper before commencement of exam.
- VIII. Transient data is transferred in encrypted form over the server and verification of role based access and user level authentication.
- IX. Unique login Id is given to each participant to appear in the test
- X. Monitoring log on the server for every candidate with his/her IP and complete traceability to different nodes or any remote activity on candidates' system.
- XI. In case of machine/power or network failure, ability of software to retrieve responses of the candidates.
- XII. Display of unique question for each candidate and one question per screen with random jumbling of answer options.
- XIII. Ability to download the list of participants for different test centers and in particular time slot.
- XIV. Validation of hall tickets brought by candidates and biometric check of candidate either through signature/ photo/ thumb impression.
- XV. Computer based exam software should support standard features such as display of details of candidates, detailed instruction upon login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, display of status of questions with different color and symbols, switching between sections, switching between Hindi and English languages (if applicable), navigation to unanswered questions and prompt for submission.

**Deliverables (Phase 3):** Audit report on the review of process prior to or on the days of Examination along with the recommended solutions for vulnerabilities found.

#### **4. Question Setting Process, Evaluation management and Result/ Merit List Generation**

- I. Process documentation check on qualification criteria, experience & selection of SME & moderator.
- II. Vulnerability check on method of QP setting whether any verification and moderation is done or not as per pre-set criteria.
- III. Check if any certificate is obtained by QP setter and moderator about quality, difficulty level, accuracy and confidentiality of content creation and answer key.
- IV. Process check on objection management of objections received from candidates and re-verification of answer keys.

- V. Submission of all exam papers electronically to the relevant administrator using a physical storage device/ electronically, or shared folder set up for this purpose on a secure server to prevent question papers from being mislaid
- VI. Score generation is done according to pre-agreed detailed marking scheme without any prejudices and the process should result in error free evaluation of answer scripts so the candidates would get the maximum advantage for their efforts at the examination
- VII. The first marking and Candidate's Objection Management of answer scripts is a time bound process. Hence, it is expected that the examiners comply with the rigor of the process and specified time intervals and submission deadlines to assure speedy release of the results.
- VIII. Process for normalization of question paper and generating answer keys.
- IX. Vulnerability associated in generating the merit list after completion of objection management in terms of the template required by client (category, caste etc.) and its transmission to EdCIL and EdCIL transmission of the same to the client.
- X. Method of selection of their review SME allotment of QP setting project to them, splitting of the paper into parts not to allow the single SME to have total view, several QPs being set to disguise identity, similar practice for moderation by checking tag and translation. The QP end to end process may be audited to comment on vulnerability if any.

**Final Deliverables:** Gap analysis report along with detailed presentation & recommendations/solutions for the vulnerabilities reported. Recommendations on improving the system as per industry best practice.

The bidder is also required to perform a validation of recommended changes, after the necessary changes have been incorporated by the technical partner.

Detailed presentation report to the leadership team of EDCIL, and recommendation(s) for future improvements to in-line with industry trends.

**Note: The entire Infrastructure, Process and Security Audit is need to conducted within a period of 90 days from the date of issue of Letter of Award.**

## CHAPTER – 8

### Proposed Contract Terms

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

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

1.1 Technical Bid consisting of all Technical details along with commercial terms and conditions.

1.2 Financial Bid indicating item wise price for the items mentioned in the bid.

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

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

4. The tender received late and declared late by the Bid Evaluation committee after the last date and time for receipt of bid prescribed in the bid document or otherwise shall summarily be rejected.

5. Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.

6. Bidder should take into account any corrigendum published on the bid document before submitting their bid.

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

8. Bid document may be downloaded from the website [www.edcilindia.co.in](http://www.edcilindia.co.in).

9. As part of the bid, the bidder should provide the Bid Fees and EMD as follows:

9.1 The Bidder must furnish the bid fee for Rs.1000/- (Rupees One Thousand only) in favour of **EdCIL India Ltd.** “Payable at Delhi / **Noida (U.P.)**” in the form of Demand Draft, along with the Bid document at the time of Bid submission, failing which the bid will be rejected.

9.2 The Bidder must furnish earnest money for Rs.50,000/- (Rupees Fifty Thousand only) in favour of **EdCIL India Ltd.** “Payable at Delhi / **Noida (U.P.)**” in the form of Demand Draft, failing which the bid will be summarily rejected.

9.3 The earnest money of unsuccessful bidders shall be refunded without interest after signing of the contract with successful bidder.

9.4 EMD of successful bidder shall be returned without interest within 90 days after submission of Performance Bank Guarantee @ 10% of the work order.

#### **10. Exemption of Submission of Bid Fees and EMD**

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

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

11.1 The bidder withdraws its proposal during the bid validity period.

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

#### **12. Assistance to Bidders**

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

#### **13. Cost of the tender**

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

#### **14. Content of the tender**

The bid document includes:

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

The bidder is expected to examine all sections of the bid document carefully. Failure to furnish all required information or submission of a bid not

substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **15. Clarification on tender**

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

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

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

#### **16. Pre-bid meeting**

The bidder or his official representative is advised to attend a pre-bid meeting on **05.06.2018 at 1100 hrs.**

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

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

The bidder is requested to submit any query in writing to email id [vsingh@edcil.co.in](mailto:vsingh@edcil.co.in) so as to reach not later than 4th June, 2018.

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

In respect of clarifications sought, the following shall apply:

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

If EdCIL deems it appropriate to revise any part of this Bid document or to

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

**17. Amendment in Bid document.**

- a. At any time up to the last date for receipt of Tender, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document by an amendment.
- b. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid documents and will be binding on them.
- c. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

**18. Acceptance of offer**

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

**19. Excuse from Claim**

The Bidder at no point of time can excuse themselves from any claims by EdCIL whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Bid document.

**20. Documents comprising the bid (Annexure – 11)**

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience as per Eligibility Criteria
- v) Certificate of Incorporation
- vi) PAN No. and GST Registration Certificate

- vii) Certificate of Average Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Financial Bid Format as per Annexure 8
- iii) The bidders should quote their most competitive prices/rates.
- iv) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there are no alterations / corrections in the charges submitted by them.
- v) In case of a discrepancy between the charges in figures and words, the charges in words will be considered as correct.
- vi) The charges quoted shall be firm throughout for the period during the currency of the contract and shall not be subject to any variation/revision.

## 21. Bid Prices

- 21.1 The bidder shall quote the prices in INR and as per the Performa prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 21.2 The bidder shall prepare the bid based on the details provided in this bid document. The bidder shall carry out all the tasks in accordance, with the requirement of the bid document and it shall be the responsibility of the bidder to fully meet all the requirements of the bid document.
- 21.3 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed Performa enclosed with the bid.
- 21.4 The Financial bid should clearly indicate the amount to be charged as a service charge without any conditions, whatsoever and should mention explicitly all taxes, duties, levies, service tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project; it will be borne by EdCIL.

## **22. Authorized Signatory**

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

## **23. Period of Validity of Bid**

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

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

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

## **25. Late Bid**

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

## **26. Opening of Technical Bids**

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

## **27. Announcement of Bids**

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

## **28. Clarification of Bids**

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification shall be in writing by post or email or by facsimile. The response shall be submitted in writing by registered/speed post duly signed by authorized representative. If the response to the

clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. No representation in this regard would be entertained after rejection of the Bid.

## **29. Completeness of Bids**

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

## **30. Rejection of Bid**

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

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

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

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

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

## **31. Preliminary examination**

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

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

- 32.** Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
- 33.** Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.

**34. Opening of Financial Bids**

The financial bids will be opened for the shortlisted technically qualified bidders. The name of Bidder, bid prices of each Bidder, shall be announced/ mentioned by EDCIL during opening of financial Bid.

The date and time of opening of financial bid of the technically shortlisted bidders will be intimated in due course.

**35. Time Schedule**

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

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

7	Final report submission on Vulnerability assessment/ Security Audit of Computer Based Recruitment Examination	90 days
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**36. Income Tax/ GST Registration Certificate**

No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the GST Act prevalent in the State where his business is located shall tender. The GST Registration Number should be quoted. The bidder should also submit the certified copy of Income Tax Return for the FY-2014-15, FY 15-16 & FY 16-17 of the Circle concerned without which the tender is liable to rejection.

**37. Contract Documents**

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

**38. Contract Period**

The Contract will be valid for a period of **120 days** from the date of issue of Letter of Award. Based on the reasons beyond control of successful bidder only, the extension of contract period may be permitted by EdCIL.

**39. Language**

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

**40. Notices**

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

#### **41. Applicable Law**

- a) The Contract shall be interpreted in accordance with the laws of the Union of India and of the Delhi Government.
- b) Governing Law and Choice of Forum :
  - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
  - Any suit/legal action filed by any third party on account of the services provided by the Bidder against any item related/pertaining to this project shall be settled by the Bidder at his own cost. EdCIL will NOT be a party to the same.

#### **42. Deliverables**

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

#### **43. Variation**

EdCIL reserves the right to increase/ decrease the required services with a variance up to 25% of the quantities mentioned for the 1st year. In case of +/- variance of 25% being operated during the contract period, the quoted price along with related terms and conditions shall apply.

At client's request EdCIL reserves the right of varying the tendered quantity beyond +25% up to 50%. In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the normal trend in electronics industry.

#### **44. Rates/ Prices**

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

#### **45. Terms of Payment**

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

No advance payment shall be made including payments of handling

charges/service charges etc. under any circumstances to the bidder.

- b) Payment for Services shall be made by EdCIL (India) Limited in Indian Rupees as follows:
  - 1. 60% after submission of validated and verified reports on vulnerabilities found, along with the recommended of best practices on solutions to be deployed during the conduct of Infrastructure, Process and Security Audit.
  - 2. 20% on Acceptance of reports with presentation to EdCIL Management, technical partner and client (if any).
  - 2. 20% after the validation of changes incorporated by the technical partner on vulnerabilities reported.
- c) The successful bidder has to sign a detailed agreement within 7 days of LoA on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.
- d) Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between EdCIL and successful bidder.
- e) In case the bidder fails to execute the Agreement within 15 days from issue of LOA, EdCIL shall have liberty to rescind the tender after foregoing of EMD and get it done through any other agency with full cost recoverable from the bidder on risk and cost basis in addition to damages as applicable.
- f) All payments shall be subject to deduction of applicable TDS.
- g) The rate quoted should be firm.

#### **46. Standard of performance**

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

- c) The Bidder shall be liable to EdCIL for financial losses by way of some of system and process failure.
- d) EdCIL will interface to provide all the required access and feedback on centralized IT network and local centres process relating to conduct of the quoted system.
- e) In case of inadequate performance EdCIL reserve the right to advise the bidder to rework on the relevant inadequacies for entire satisfaction of the company.

#### **47. Copyright**

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

#### **48. Non-Disclosure**

The Bidder and their personnel shall not, either during the term of the contract or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of EdCIL.

#### **49. Confidentiality**

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

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

own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

**50. Performance Security**

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

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

In the event of any amendment in contract, the Bidder shall, within 7 days of receipt of such an amendment, make suitable amendment to performance security. The Performance Security will be discharged by EdCIL and within 90 days from the date of completion of the Bidder's performance obligations.

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

**51. Consortium**

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

**52. Penalty Clause / Liquidated Damages**

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

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

**53. Subcontracts**

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

**54. Delays in the Bidder's Performance**

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

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to EdCIL in writing the fact of the delay, its likely duration and its cause(s). EdCIL will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of Infrastructure, Process and Security Audit. The dates declared for the vulnerability test are absolute unless changed by EdCIL on its own.

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

**55. Termination**

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

**a) TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Bidder:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or

- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of EdCIL within fifteen days (15) after written notice of such default is provided to the Bidder. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by EdCIL as a result of such termination.
- ix. At any time, the Bidder makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EdCIL.
- x. If the Bidder obtains the contract with EdCIL with illegal measures;
- xi. Information submitted/furnished by the contract is found to be incorrect.
- xii. The above shall be without prejudice to EdCIL's other rights under the law.

b) **CONSEQUENCES OF TERMINATION**

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

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

c) **TERMINATION FOR CONVENIENCE**

- i. EdCIL, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Bidder may be

- appropriately compensated on mutually agreed terms for the loss incurred by the Bidder if any due to such termination.
- iii. Either party may terminate the contract by giving a notice of 30 days.

**56. Settlement of Disputes**

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

**57. Arbitration:**

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

**58. Reservation of Rights:**

EdCIL reserves the right to:

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

portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

**59. Suspension**

- a) EdCIL may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
  - Shall specify the nature of the failure and
  - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

**60. Force Majeure**

- Notwithstanding anything contained in the Bid document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure.
- Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or EdCIL as the case may be which they could not foresee and which may substantially affect the performance of the Proposal such as:
  - a. Acts of a Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees embargoes etc.
  - b. Any riot or civil commotion or act of terrorism
  - c. Any earthquake, floods, tempest, lightning, epidemic or other acts of God or public enemy.
  - d. Inability to secure material or transportation facilities due to the acts/omission of carriers/railways or other means of transport.
  - e. Any strike or lockout (only those including 10 continuous days in duration) affecting the work.
- If a Force Majeure situation arises, the Bidder shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative

means for performance not prevented by the Force Majeure event. EdCIL may, terminate this contract by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

**61. Local Conditions**

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

**62. Responsibilities of the Bidder**

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

**63. Interpretation**

In these Terms & Conditions:

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

may also be used interchangeably.

- h. The selected bidder would also be included in the term bidder, for the sake of clarity.

#### **64. Change Requests/ Management**

- a. EdCIL may at any time, by a written order given to the firm, can make changes within the general scope of the Contract w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
- Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
  - Approval or disapproval of the change request – EdCIL will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
  - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
  - Verification of the change - The change will be verified by EdCIL on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of EdCIL. In the event that the consent of EdCIL is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by EdCIL and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

#### **65. Acceptance**

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

#### **66. Special Terms and Conditions**

- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers sent through telegram/telex, and offers not submitted in the

standard formats given in the bid document will be summarily rejected.

- The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an contract on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of the EdCIL shall be final.

**Annexure 1**

**Bid Form**

I. Addressed to;

a.	Name of the tendering authority	Chief General Manager (DES)
b.	Address	EdCIL House, Plot no. 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372
e.	Email Id	pawan@edcil.co.in

II. Tender No. **EdCIL-IMS-SP(TEST)-2018/1**

Dated: 25<sup>th</sup> May 2018

III. Other related details:-

1.	Name of Bidder													
2.	Name & Designation of Authorized Signatory													
3.	Registered/Head Office Address													
4.	Delhi Office	<table border="1"><tr><td>Address</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Fax:</td><td></td></tr><tr><td>Contact Person</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Email id</td><td></td></tr></table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
Contact Person														
Phone														
Email id														
5.	Year of Establishment													
6.	Type of Firm (Put Tick mark)	<table border="1"><tr><td>Public Limited</td><td>Private Limited</td><td>Partnership</td><td>Proprietary</td></tr></table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7.	Telephone Number(s)/ Mobile													
8.	Website URL													
9.	Fax No.													
10.	Email Address													
11.	Indicate if organization has been blacklisted or not													

12.	Are there any clarification / information etc that the bidder may like to make	
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- IV. The Bid document fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been remitted vide DD/ Banker's cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- V. We agree to abide by all the conditions mentioned in this Bid document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To

Chief General Manager (DES)  
EdCIL (India) Limited (EdCIL)  
EdCIL House, Plot no. 18 A, Sector-16 A,  
NOIDA – 201301 (U.P.), India

Sir,

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

This bears reference to **EdCIL-IMS-SP(TEST)-2018/1** dated **25<sup>th</sup> May, 2018**.  
We, hereby, accept all the terms and conditions for submitting bid as  
mentioned in this Bid document.

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

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

The above document is executed on \_\_\_/\_\_\_/2018 at (place) \_\_\_\_\_ and we  
accept that if anything out of the information provided by us is found wrong,  
our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
Place:

**SELF-DECLARATION - NON BLACKLISTING**

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

To,

Chief General Manager (DES)  
EdCIL (India) Limited  
EdCIL House, Plot no. 18 A, Sector-16 A  
NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender **EdCIL-IMS-SP(TEST)-2018/1 dated 25<sup>th</sup> May, 2018** for selection of an Agency for Infrastructure, Process & Security Audit of Computer Based Recruitment Examination, I/We hereby declare that presently our Company/Service provider \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure - 4**

**Turn-over Statement**

<b>S.No</b>	<b>Financial Year</b>	<b>Annual Turnover of bidder</b>	<b>Turnover from services related to Infrastructure, Process and IT Security audit</b>	<b>Profit / Loss</b>
1.	2014-15			
2.	2015-16			
3.	2016-17			
<b>Total</b>				
<b>Average</b>				

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

**Annexure - 5**

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

Sl. No.	Name of Work / Project & Location	Cost of Work (in crores)	Date of commencement as per contract	Actual date of completion (Supported by completion certificate)	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1.						
2.						
3.						
4.						

**Power of Attorney:**

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

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2018.

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

(Signature, name, designation, and address)

\_\_\_\_\_

Witness:

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

Notarised

Accepted

.....

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

Notes:

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

**Letter of Proposal Submission of Financial Bid:**

To: [Name and address of the employer]

Dear Sir,

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

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

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

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

**Financial Bid**

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

S. No	Specified Activity	Cost {including Travelling, incidentals Boarding & Lodging charges, if any, In figures (Rs.)}	Applicable Taxes	Total
1.	<p>I. Infrastructure, Physical, Logical and Network Vulnerability Test of IT centralized data centre (at 2 locations) and at 15-20 exam centres geographically located across pan India.</p> <p>II. Infrastructure, Process &amp; Security Audit at Examination centres</p> <p>III. Review of Process prior to or on the day of Examination</p>			
2.	Examination Software Application Vulnerability Test & Process Audit			
3.	Question paper setting Process, Objection/Evaluation Management and Result/Merit List Generation with transmission of results to EdCIL/client.			
4.	Detailed report covering gap analysis, recommendation of best practices to overcome process deviations (For I, II and III).			
5.	Implementation of recommendations to streamline the process in EdCIL and its vendor.			
	<b>Total(1+2+3+4+5)</b>			

## Net Total Charges (Rs) In Words

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Note:

1. The GST shall be paid extra, as applicable.
2. The Bidder is advised to quote rate in absolute Indian Rupees.
3. No condition will be entertained and conditional tender will be liable to be rejected
4. The final payment shall be made based upon the number of centres visited by auditing agency for audit.
5. Bidder has to share the expense break-up of each line item with EdCIL for detailed understanding.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Name of the Bank: \_\_\_\_\_

To

EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

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

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

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

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

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

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

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

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

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

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

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

Dated:

(indicate the name of bank)

Witness

1

2.

Signature of Banks Authorised official

( Name )-----

Designation with Code No. -----

Full Address-----

**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 .... 2018, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the "CLIENT"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part  
And

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

WHEREAS the EdCIL proposes to procure services for infrastructure, process & security audit of computer based recruitment examination process for EdCIL for the Period 2018-19 To 2020-21, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the bid document No. ....dated.....2018.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the bid documents No. .... dated .....2018 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

## **3. Commitments of Bidders**

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

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

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation

to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

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

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

#### 5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 50,000 as Earnest Money with the EdCIL through Account Payee Bank Draft in favour of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest

Money Deposit for the period of its currency.

## 6.0 **SANCTIONS FOR VIOLATIONS**

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

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

middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

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

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

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

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

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

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

the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

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

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

## 9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 10. **LAW AND PLACE OF JURISDICTION**

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

## 11. **OTHER LEGAL ACTIONS**

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

## 12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. **EdCIL-IMS-SP-Test-2018/1** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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

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

EdCIL (India) Limited  
Name of the Officer  
Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

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

\_\_\_\_\_

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

\_\_\_\_\_

Witness

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

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

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

**Appendix-I**

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

**Bid Submission Checklist****Online Bid Submission:**

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

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>
1.	Technical Bid	Bid form as per Annexure-1	.PDF
2.		Letter of undertaking as per Annexure-2	.PDF
3.		Self declaration of non blacklisting as per Annexure -3	.PDF
4.		Turnover statement as per Annexure -4	.PDF
5.		Details of past experience as per Annexure -5	.PDF
6.		Power of attorney as per Annexure -6	.PDF
7.		Performance Guarantee format as per Annexure -9	.PDF
8.		Performance pre contract integrity pact as per Annexure -10	.PDF
9.		Supporting documents in support of all claims made in eligibility criteria and technical qualification	.PDF
<b>Envelope – 2</b>			
<b>Sl. No.</b>	<b>TYPES</b>	<b>Content</b>	
1.	Financial Bid	Financial bid documents should be submitted in PDF format as per Annexure -7 & 8	.PDF