

**Open Tender Request for Proposal(e-
Tender)**

For

**Hiring of Firm for providing Consultancy Services for Upgradation of
Web Portal and creation of Mobile Application for “Study in India”**

NIT No. EdCIL/SII/Web-Portal/08/2018



EdCIL (India) Limited

**(A “MINI RATNA” Govt. of India
Enterprise) ‘Ed.CIL House’, Plot No.
18A, Sector – 16A NOIDA – 201301
(UP), INDIA**

Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372



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

**(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A, Sector
16-A, NOIDA – 201301 (U.P.)**

Request for Proposal

For

**Hiring of Firm for providing Consultancy Services for Upgradation of Web Portal and
creation of Mobile Application for “Study in India”**

Tender Ref. No. EdCIL/SII/Web-Portal/08/2018 dated 14th August 2018	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise] EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date for receipt of Pre-Bid queries	29 th August, 2018 upto 1300 Hrs
Last Date & Time of Submission of Bid	17 th September 2018 upto 1100 hrs
Date & Time of Opening of Technical Bid	17 th September 2018 upto 1500 hrs

Name of the Bidding Company/Service provider	
Contact Person (Authorized Bid Signatory):	
Correspondence Address	
Mobile No Telephone Fax	
Website	
Email	

Reference Table of Contents

Chapter	Subject	Page
1.	Introduction	4-7
2.	Abbreviations and Definitions	8
3.	Invitation for submission of Request for proposal	9
4.	Eligibility Conditions	10
5.	Scope of Work	11-15
6.	Instructions For E-Tendering	16 – 21
7.	Instructions to Bidders	22 -32
8.	Proposed Contract Terms	33-40
Annexure-1	Bid Form	41-42
Annexure-2	Technical Proposal Submission Form	43
Annexure-3	Declaration – No Blacklisting	44
Annexure - 4	Power of Attorney	45-46
Annexure-5	Bidder's Experience	47
Annexure-6	Description, Approach, Methodology & Work plan	48
Annexure-7	Team Composition and Task Assigned	49
Annexure-8	CV for Proposed Staff	50-52
Annexure-9	Letter of Proposal- Submission of Financial Bid	53
Annexure-10	Financial Bid	54-55
Annexure-11	Performance Bank Guarantee Format	56-58
Annexure-12	Performa Pre Contract Integrity Pact	59-65

CHAPTER -1

Introduction

About EdCIL

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), Registered at Vijaya Building, 5th floor, 17-Barakhamba Road, New Delhi -110001(India), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

1. The company over the three decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.).
2. EdCIL offers a wide range Technology solutions in different segments of Education and Human Resource Development within the country and overseas. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Human Resource Development like “*Sarv Siksha Abhiyan (SSA)*”, “*Mid Day Meal Scheme (MDM)*”, “*National Mission on Education through Information & Communication Technology (NMEICT)*”, “*Rashtriya Madhyamik Shiksha Abhiyan (RMSA)*”, “*National Literacy Mission Authority (NLMA)*”, “*Higher Education Statistics and Public Information System (HESPIS)*”, “*Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)*”etc.
3. The company offers the following technology led solutions in the Education & Training space.
 - a. **Digital Education Systems** offer services which are technology led in nature. Currently, EdCIL is offering IT based solutions like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages ,e-content development, setting up of virtual universities, networking and Wi-Fi facilities implementation.
 - b. **Online Testing and Assessment Services** are offered to various Government Departments / Public Sector Undertakings and Educational Institutions in order to select and appoint executives / teachers for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
 - c. **Skill Development & Human Resource Training including Teachers Training;**

d. Marketing of Indian Education product overseas;

e. Placement of Indian Teachers overseas;

f. Educational Procurement and Infrastructure Division offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University, Indian National Railway University, Central Universities and many other institutes of national importance;

g. Advisory Services

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

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

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

National

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

Overseas

- Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN

University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc.

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

ABOUT STUDY IN INDIA

1.1 Background

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

The total number of students pursuing studies abroad at a global scale has grown from 2.7 mn in 2004 to 4.3 mn in 2014, representing ~1.8 percent of all tertiary enrolments globally. Since 2004, the education export sector has been growing at 5 percent per annum.

However, India is yet to harness the full potential of its wide education network.

India is ranked 3rd in terms of Higher Educational network with ~38000 Colleges and ~800 universities).

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

1.2 Introduction to this project

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

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

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

CHAPTER - 2

ABBREVIATIONS AND DEFINITIONS

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

CHAPTER - 3

INVITATION FOR SUBMISSION OF REQUEST FOR PROPOSAL (RFP)

The RFP is called by EDCIL to reputed and experienced Consultancy firms for providing Consultancy Services for Upgradation of Web Portal and creation of Mobile application for “Study in India”

Interested agencies are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications.

Schedule for invitation to Open Tender (OT)

1.	Name of the issuing official	Shri. Sandeep Goel CGM(Finance) EdCIL (India) Limited
2.	Submission of RFP Document and Contact person	EdCIL (India) limited A Miniratna Govt. of India Enterprise House 18A, Sector 16 A Film City Noida – 201301, (U.P.)
3.	Last date for submission of Bid Query	29.08.2018 upto 1300 hrs
4.	Reply to the Pre-Bid queries	31.08.2018
5.	Last date and time for submission of RFP Documents	17.09.2018 upto 1100 hrs
6.	Date and time of opening of Technical Bid	17.09.2018 at 1500 hrs
7.	Opening of Price Bid	Will be intimated on Website.
8.	Place of opening of Bid Document	EDCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)

Chapter 4

Eligibility Conditions:

<u>S.No</u>	<u>Conditions</u>	<u>Documents to be submitted</u>
1	The company should be a profit-making company	Profit & Loss statement of the company for the last 3 years to be submitted
2	The company should at least have a turnover of INR 10 crores from the Consultancy vertical only in any of the last preceding three years. 2015-16, 2016-17, 2017-18	Documents to be submitted duly signed by CA.
3	The company should have executed the consultancy project in the field of designing , development and maintenance of the Web Portal and mobile application of the value of atleast INR 1crore in any last preceding three years. 2015-16, 2016-17, 2017-18	Work order and completion certificate of the projects should be submitted(duly self attested)
4	The Company should not be black listed by any Govt. agency, PSU	The agency will have to submit a self declaration on Non Blacklisting on a judicial stamp paper duly attested by the Notary
5	The company should atleast have 5 years experience in Web- Portal and mobile application designing , development and maintenance and should have worked in the Education sector	Document related to experience , work orders and work in education Sector required
6	The company should have atleast 10 IT Consulting executives who are atleast BTech and/or MBAs with atleast 10years of experience in the end to end management of Website and/or creation of Mobile Application	summary of CVs of the executives to be provided
7	The company must have international presence with atleast 3 branch offices across different geographic regions of the world	Self-Certificate containing list of branches

CHAPTER – 5

SCOPE OF WORK

The bidder is expected to guide and assist the IT vendor/s in the Upgradation of the existing Web-Portal and creation of Mobile Application for the “Study in India” Web Portal (www.studyinindia.gov.in).

The scope of work for the bidder includes the detailed study of the existing Web-Portal of “Study in India” and assisting IT vendor in Web Portal design upgradation. The same can be achieved by ensuring coordination across various stakeholders and data migration, along with O&M support to ensure world class functionality , validations , content and customer navigation experience to meet the end purpose of maximizing targeted students acquisition .

Phase – 1:

a) Mapping the current international enrolment processes present across Web Portals of the programs focused on international students across various countries and various domestic counseling sites

1. Study existing Web Portals of International and Indian higher educational institutes/organizations for the best practices
2. Analyze present structure, functionalities and features across these Web Portals
3. Perform secondary research on understanding the perspective of the international students who are looking for international education.
4. Study of broad issues & challenges related to Visa rules, FRRO, mutual recognition of degrees, expenses that is needed to be integrated in the Website
5. Research on the modifications/additional functionalities required in the “Study in India” Web Portal to meet the project objective ,based on study of best practices followed across the world and the requirements of the overseas students applying on the different admission Portals.

Deliverable:

As is and as should be report.

b) Upgradation in the processes for “Study in India” Web Portal

1. Detailed study of the Study in India existing Portal (including algorithm, logic, UI and UX)

identification of scope of improvement/s.

2. Carry out a System Study to prepare the Software Requirement Specification (SRS) and Functional Requirement Specification (FRS)
3. Prepare a document on migration of the existing Portal to the level indicated in the proposed FRS and SRS document .
4. Prepare detailed High level (HLD) and Low-level (LLD) application designs
5. Information Integration and Consolidation for the Portal. Integration with social media, mobile compatibility, mobile app.
6. Integrating the helpline support through Call Centre.
7. Modify the content structure and information architecture for the Website to provide world class customer experience.
8. Collaborate with creatives team to make Website more engaging
9. Suggestions for robust and compatible APIs for mobile app compatibility
10. Preparing a draft RFP/Tender to hire the IT Vendor.

Deliverable:

Detailed Portal requirement specification document.

It will encompass the following:

1. Modification in High level and low level application design
2. Improvement in the templates of information to be sought from the students and the partner institutions and matching algorithm for students to exercise choice and be awarded appropriate seats.
3. Improvement in the Dynamic/Static content creation for the Portal. (E.g. Why India, Geography, Academic framework, ranking framework, accreditation system, culture, cuisine, visa rules, mutual recognition, travel, insurance, cost of living, alumni, Higher education, etc.)
4. Modifying the Content structure and information architecture for the Portal
5. Introducing improvement in the loading time of the Website
6. Modification/Preparation of FAQs, Dashboards and Analytics report
7. Assistance in integrating the Call centre support to address in-bound queries from international students and structure for push marketing through call centre support.
8. Assistance in selecting the suitable IT vendor/s based on the Portal requirements after finalizing the draft RFP/Tender.

c) Functioning of the Study in India Web Portal

1. Approve prototype of the design interface which is developed by the IT vendor

2. Assist the IT vendor in identifying training requirements for the usage of Portal.
3. Assist the IT vendor in improving the ease of usage of the Web Portal.
4. Assist the IT vendor to incorporate cloud services in the Website.
5. Assist the Social Media Team to promote Website across different channels.
6. Suggest security features to be incorporated in the Website and compliances/certificates to be obtained.

Deliverable:

1. Regularly publish detailed report on the issues rectified and modifications made.
2. Monitor Unit Testing, Integration Testing, System Testing and Acceptance Testing and publish regular reports
3. Assistance in ensuring that Website is secure and robust against malicious parties/attacks

d) Consultancy on creation of Mobile Application:

1. The Agency will give its consultancy services on selection of the vendor who will design, develop & maintain Mobile Application for Study in India.
2. The Agency will suggest the specification and functionalities required for the creation of the mobile app.
3. Preparation of draft RFP/Tender to hire a firm for Mobile application creation.

Deliverable:

1. Functional Requirement document for the creation of the mobile app.
2. Assistance in analyzing the suitable vendor/s based on the mobile application requirements and finalizing the draft RFP/Tender to hire the suitable Vendor for its creation.

Phase-2

Provide handholding consultancy support for the Portal (One year from the date of GO-LIVE from the date of upgradation)

Deliverable:

1. Continuous up-dation/up-gradation of the site based on feedback across all the deliverables.
2. Handholding support for the Web Portal
3. Ensuring implementation of change specification/up gradation
4. Ensuring liaising across various stakeholders across government agencies to ensure smooth functioning of the Web Portal
5. Monitor the progress of the Portal based on the desired program outputs
6. Perform Counselling based on Algorithm approved.
7. Perform dash boarding, data analytics, MIS reporting and assist in preparation of periodic status

reports

8. Assist in running and optimization of query management and helpline numbers
9. Assist in analyzing leads and lead conversion ratio and other Portal effectiveness performance parameters
10. Advice on security features and security related certifications required
11. Assistance on Security Audit for the Study in India Website
12. Assistance in integration of Payment gateway , if required.
13. Automatic trigger of communication to the stakeholders(Students, Pls, MHRD, etc) through standardized templates.
14. Assist in synergizing with other relevant programs and interventions of the campaign through continuous improvement of the Portal
15. Support in up-gradation/up-dation/integration with call centre and mobile App on an on-going basis.
16. Standardization Testing and Quality Certification (STQC)
17. Third party audit for hosting of Portal

Scope Exclusions

1. Search engine optimization (SEO) related activities
2. Social Media Campaign
3. Development of Graphical user interface (GUI)
4. Data entry of any sort

CHAPTER- 6 INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

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

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

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

2. Broad Outline of Activities from Bidder's Perspective

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System® (ETS)
- III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- IV. View 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® Portal, vendors need to register on the Portal by going on the link provided at EdCIL tender Web page (Instructions available at EdCIL Website www.edcilindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the Website/Portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. 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 login to the site well in advance for bid submission and complete all formalities of registration (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 EMD as applicable through demand draft in favour of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD 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**

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

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

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

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

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

- Original EMD Security in the form of Demand Draft.**
- Original copy of the power-of-attorney**
- Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

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

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

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

Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

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

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

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

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

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

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

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the 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 Signature Certificate(s)

Note:

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

CHAPTER - 7

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

- 1.1. The Request for Proposal (RFP) will incorporate QCBS method of selection which will comprise the following steps:
 - a) Technical Bid consisting of all Technical details along with commercial terms and conditions
 - b) Financial Bid indicating item wise price for the items mentioned in the bid
- 1.2. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- 1.3. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
- 1.4. The RFP received late and declared late by the Bid Evaluation Committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.5. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, Financial Bid, and earnest money must be prepared as per the instructions provided in this section.
- 1.8 Bidder should take into account any corrigendum published on the website for tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender document carefully to understand the document required to be submitted as part of the bid.
- 1.10 As part of the bid, the bidder should provide the Technical and financial bid as follows:
 - a) The Bidder must furnish earnest money for Rs.2,50,000/-(Two Lakh fifty

thousand only) in favor of **EdCIL (India) Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

2. Assistance to Bidders

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

3. Cost of the tender

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

4. Content of the tender

The tender documents includes:

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

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

5. Reply to the Pre- Bid Queries

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

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

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL Website and is not obliged to send individual replies to the bidders. Bidders are advised to see EdCIL's Website (www.edcilindia.co.in) from time to

time regarding the clarifications/amendments given by EdCIL during the bid process.

6. Amendment in Tender Document

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

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

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

7. Language of RFP

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

8. Consortium/sub-consultant

Consortium /sub-consulting is not allowed

9. Documents comprising the bid

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Bid Form (Annexure-1)
- ii) Tech-1: Technical Proposal Submission Form (Annexure-2)
- iii) Declaration – No Blacklisting(Annexure-3)
- iv) Certificate of Annual Turnover duly verified by CA(Annexure-4)
- v) Power of Attorney (Annexure-5)
- vi) Tech-2: Bidder's Experience (Annexure-6)
- ix) Tech-3: Description of Approach, Methodology and Work Plan for Performing the Assignment(Annexure-7)
- x) Tech-4: Team Composition and Task Assigned(Annexure-8)
- xi) Tech-5: CV for Proposed Staff(Annexure-9)
- xii) PAN No. and GST Registration Certificate

xiii) Performance bank guarantee (Annexure – 12) or Bank Draft of EMD.

B. Financial Bid will comprise of the following:

- i) Fin-1: Letter of Proposal submission(Annexure-10)
- ii) Fin-2: Financial Bid Format(Annexure-11)

10. Bid Prices

- 101 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 102 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 103 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.
- 104 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies 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 GST during the tendering process or during execution of the project, it will be borne bedevil.
- 105 The price should include all expenses of the bidder including wages, travel, incidental and any other expense relating to conduct of the consultancy project.

11. Authorized Signatory

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

12. Period of Validity of Bid

Bids shall remain valid for the period of 90 days after the date of opening of technical bid. A bid valid for a shorter period than the period specified may be rejected by

EdCIL as non-responsive. In exceptional circumstances, EdCIL may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

13. 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.

14. Late Bid

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

15. Address for Correspondence

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

16. Preliminary examination

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

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

17. Earnest Money(EMD)

- 17.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 2,50,000/- (Rs. Two lakhs fifty thousand only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.
- 17.2 Bids received without EMD shall be summarily rejected.
- 17.3 The earnest money of unsuccessful bidders shall be refunded without interest after final signing of the contract.
- 17.4 EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when an individual work is assigned.
- 17.5 The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.
- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

18 Overall Bid Evaluation Process:

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

19 Stage-I Evaluation of Technical Bid for QCBS assessment

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

19.2 Technical bids shall be evaluated as per the following matrix:

Sr. No	Criteria	Marks	Criteria	Documentary Evidence
1.	Relevant Experience of the Consultant -Technical Capability	15	<p>The bidder should have experience in implementing/providing comprehensive advisory/ Quality Assurance/Consultancy service for Design, Implementation and Maintenance of Web Portals and creation of Mobile Application under government of India schemes/education programs wherein the number of users are greater than 1 lakh or more than 1 lakh downloads on Google App Store/IOS/Windows app store. (in last 3 Years as on bid submission date).</p> <p>Cumulative Number (of all the projects valid under the category) of Users/Downloads on Google App Store/IOS/Windows app store</p> <ul style="list-style-type: none"> • ≥ 1 Lakh-≤ 2.5Lakhs- 2.5 Marks • > 2.5 Lakhs -≤ 5 lakhs –7.5 Marks • > 5 lakhs -≤ 7.5 Lakhs- 10 Marks • Greater than 7.5 Lakhs- 15 Marks 	<ul style="list-style-type: none"> • Self-Certification along with Letter of Award Copy
2.	Relevant Experience of the Consultant- Web Portal and App Development Projects	20	<p>The bidder should have executed (go live would constitute as executed) at least 5 projects providing comprehensive advisory/ consultancy service/ Implementation for Web-Portal and Mobile App development within India in last 5 Years (as on bid submission date). The value of each project should be more than INR 50.00 Lakhs.</p> <ul style="list-style-type: none"> • 5 - 7 Projects – 5 Marks • 8 -10 Projects- 15 Marks • More than 10 Projects – 20 Marks 	<ul style="list-style-type: none"> • Self-Certification along with Letter of Award Copy

Sr. No	Criteria	Marks	Criteria	Documentary Evidence
3	Consulting Turnover	10	<p>The bidder's turnover during the last completed financial year from the consultancy business should be as under:</p> <p>10-20 Crores : 5 Marks More than 20 Crores : 10 Marks</p>	<ul style="list-style-type: none"> Copy of P&L account and/or a certificate from Practicing CA
4.	Education Sector Experience	15	<p>The Bidder should have executed at least 5 projects providing comprehensive advisory/consultancy service in Education sector within India in last 5 Years (as on bid submission date). The value of each project should be more than INR 1.00 Crore.</p> <ul style="list-style-type: none"> 5-7 Projects – 5 Marks 8-10 Projects- 10 Marks More than 10 Projects – 15 Marks 	<ul style="list-style-type: none"> Self-Certification along with Letter of Award Copy

Sr. No	Criteria	Marks	Criteria	Documentary Evidence
5.	Proposed Approach, Methodology And Work Plan (*Note- Bidders need to make a presentation and handover the copy of the presentation)	15	Evaluation will be based on the quality of submissions and relevance to terms of reference: <ul style="list-style-type: none"> • Understanding of scope of work (4 marks) • Quality of approach and methodology (3 marks) • Work Plan& Timelines(2 marks) • Navigation Flow (2 marks) • Bidders will have to show mock-ups/wire frames/prototype design (4 marks) 	-
6.	Relevant Experience of the key personnel*	25	* Kindly refer Key Personnel Table below for detailed description of various roles of Personnel / Experts and relevant scoring criteria	<ul style="list-style-type: none"> • CV (Self-Certified) • Project Details against each experience should be clearly brought out to be qualified for award of marks

Key Personnel Table

The Consultancy Team shall consist of the following key personnel (the—Key Personnel) as specified below:

S. No.	KeyPersonnel	Experience and Minimum Qualification	Deployment
1	Team Leader (10 Marks)	<ul style="list-style-type: none"> • B. Tech/B.E./MBA(3 Marks) • Minimum 10 Years of consulting experience in e-Governance /Education Sector (3 Marks) 	<ul style="list-style-type: none"> • Only Phase-1 of the project

		<ul style="list-style-type: none"> Consulting experience in design and execution of at least 3 large projects (at least INR 50 lakh) related to Portal/Mobile App (4 Marks) 	
2	Technology Consultant- 2 Nos (5 Marks each i.e. 10 marks)	<ul style="list-style-type: none"> B. Tech/B.E. in Computers/IT and MSc/MS/MBA(1 Mark) Minimum 5 Years of experience in IT design and implementation (2 Marks) Certification: TOGAF/ITIL/CEH (2 Marks) 	<ul style="list-style-type: none"> 1 Technology Consultant for only Phase-1 of the project 1 Technology Consultant for both Phase-1 and Phase-2 of the project
3	Education Sector Consultants- 1 (5 Marks)	<ul style="list-style-type: none"> B.E/B.Tech with MBA(1 Mark) Minimum 5 Years of experience in education consulting projects (2 Marks) Experience in executing at least 1 project related to Web-Portal /Mobile App (2 Marks) 	<ul style="list-style-type: none"> Both Phase-1 and Phase-2 of the project

19.3 The Technical bid for QCBS purpose will be evaluated by evaluation committee set-up by EDCIL. The bid will be eligible for price evaluation only if the bidder scores minimum 70 in the QCBS technical evaluation.

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

20. Stage II - Evaluation of financial bids:

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- c. Consultants will be chosen both for phase 1 and phase 2 based on the total combined scores (technical + financial)

Technical Proposal Marks (TPM) = 100 x Technical Proposal under consideration/ Highest Technical bid. The Proposal shall be rejected if it does not achieve the minimum technical marks of 70 (seventy) out of maximum of 100 (one hundred) marks

- d. Financial Proposals of the technically qualified Bidders as evaluated according to the above mentioned evaluation criteria (i.e. the Bidders scoring minimum 70 marks) shall be opened by the Techno-Commercial Evaluation Committee in the presence of the representative of the Bidders, who chose to attend the opening of bids. The quoted fee shall be read out and recorded.

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

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

21. Final Evaluation

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

Weightage for the Technical Proposal: 0.7

Weightage for the Financial Proposal: 0.3

Combined Technical and Financial score, **(HPM) = TPM x 0.7 + FPM x 0.3**

CHAPTER - 8

Proposed Contract Terms

1) Income Tax, GST Registration Certificate

PAN and GST registration No. should be quoted.

2) Contract Documents

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

3) Language

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

4) Notices

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

5) Applicable Law

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

6) Deliverables

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

7) Payment Terms and Timelines

S NO.	Deliverable	Payment (As percentage of total fee which is sum of S.No. 1 of Annexure 11 Financial Bid)	Timelin e	Phase
1.	Inception report	15%	T+0.25 month	Phase-1
2.	Detailed Portal requirement specification document	15%	T+0.5 month	Phase 1
3.	Draft RFP document for website	10%	T+1 Month	Phase1
4.	Draft RFP document for Mobile Application	10%	T+1.5 months	Phase1
5.	Selection of SI	10%	T+2 months	Phase 1
6.	Client Signoff and Go Live(Website)	40%	T+4.5 months	Phase 1
7.	Handholding support beyond commissioning of the Web Portal for the 1year from date of Go Live. This can be extended for further period upto 2 years at same rate and Terms &Conditions	(Ref. S. No. 2 of Annexure 11 / Financial Bid) To be paid as mentioned in financial bid on quarterly basis. Note: If required, last quarter payment will be made on pro rata basis.		Phase 2

***T is defined as date of placement of the LOA on the Consultant.**

- 8) 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 and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third-party.

The bidder shall enter into a non-disclosure agreement with EdCIL.

9) **Confidentiality**

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of other party.

10) **Performance Security**

EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 12** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.

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

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.

The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

11) Consortium

No consortium will be entertained by EdCIL.

12) LD on account of Delays in the Bidder's Performance

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

13) Termination

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

a) Termination of The Contract

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

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assessor
- 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 Contractor
- 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. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. 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 Service Provider and to recover from the Service Provider 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 cap.

- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider 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 Service Provider 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 Service Provider, 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. The items already executed by the bidder would be payable bedevil

14) Duration of the Contract

The duration of the contract will be as indicated in **point no. 7** above

15) Legal Liability

EdCIL reserve the right to recover liability upto the value of the contract arising out of an act directly attributable to the service provider

16) Settlement of Disputes

- a) **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

17) Arbitration:

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

18) Patent Rights/Intellectual Property Rights

- a) In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the EdCIL is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The EdCIL will give notice to the Supplier of such claim, if it is made, without delay.

19) Reservation of Rights:

EdCIL reserves the right to:

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

the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

20) Suspension

- a. EdCIL may, after giving a written notice of suspension to the Service provider, 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 Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall direct the Bidder to remedy
 - iii. Such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- 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 Service Provider.

21) Force Majeure

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is

unable to perform a material portion of the services for a period of more than 30 days.

22) Special Terms and Conditions

- The exact scope of work, deliverables, milestones and timelines will be mutually modified (if inescapable) later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the service provider.
- 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 not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

Annexure 1

Bid Form

I. Addressed to

a.	Name of the tendering Authority	CGM(Fin) EdCIL (India) Limited
b.	Address	CGM(Fin) EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372
e.	Email Id	sandeepgoel@edcil.co.in

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	Breakup of Partners, Engagement Managers Associates and other consulting employees	
13	No. of executive globally	
14	Are there any clarification / information etc that the bidder may like to make	

- V. We agree to abide by all the conditions mentioned in this Tender 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:

Tech-1: Technical Proposal Submission Form

(ON THE LETTER HEAD OF THE BIDDER)

To

CGM (FIN)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.), India

Sir,

Subject: Hiring of Firm for providing Consultancy Services for Upgradation of Web Portal and creation of Mobile Application for “Study in India”

This bears reference to **EdCIL/SII/Web-Portal/08/2018**. 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

To,

CGM (FIN)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Sir,

In response to the RFP for **Hiring of Firm for providing Consultancy Services for Upgradations of Web Portal and creation of Mobile Application for “Study in India”**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record. The Bidder and any of its related entities in India are neither blacklisted/debarred by any PSU or Any Regulatory Body/Authority in India or Government of India/ State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices .

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 5

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

AND, we do hereby agree to ratify and 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 THISDAY OF2018.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney 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.

Annexure-6

Tech-2: Bidder's Experience

Assignment Name and Project Cost:	Approx. Value of the Contract (in INR in Crore)
Country: Location within Country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore)
Start Date (Month/Year): Completion Date (Month/Year):	No: of professional staff- months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Tech – 3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Approach

Understanding of requirements of the assignment

Scope, Methodology

Articulation of scope and Methodology that will be adopted

Work Plan with Organization and Staffing

Overall work plan – phase wise with man-months break-up; phase wise mobilization / staffing details (Team structure, roles and responsibilities); task and deliverables

Tech – 4: Team Composition and Task Assigned

Core Team and Other personnel				
Name of Staff	Firm	Area of Expertise	Position	Task Assigned

Tech – 5: Curriculum Vitae (CV) for Proposed Staff with one page of summary of experience

1	Proposed position				
2	Name of Firm				
3	Name of staff				
4	Date of Birth				
5	Nationality				
6	Education	College/ University	Degree obtained	Date/Year of obtainment	
7	Membership of professional Organization s				
8	Training and Publication				
9	Countries of work experience	[List countries where staff has worked in the last ten years]			
10	Languages Known	Proficiency (good/ fair/ poor)			
		Language	Speaking	Reading	Writing
		English			
11	Employment record (Starting with present)	Name of Organization	Position held	Duration	
12	Details of tasks assigned	▶			

13	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	Name of Assignment/job or project: Year: Location: Client:
		Project Cost: Main Project Features: Positions held Activities performed
14		Name of Assignment/job or project: Year: Location: Client: Project Cost: Main Project Features: Positions held Activities performed
15	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]

Day/Month/Year Full name of staff:

Date:

[Signature of authorized representative of the firm]

Day/Month/Year Full name of authorized representative:

For Key Professionals who are not employees of the firm:

I, <name> _____, certify that I am available to start work on this project when the notice to start work is issued by Authority.

Signature of the proposed staff: _____

Fin-1: Letter of Proposal - Submission of Financial Bid:

To

CGM (FIN)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.), India

Dear Sirs,

We, the undersigned, offer to provide **Consultancy Services for Upgradation of Web Portal and creation of Mobile Application for “Study in India”**, with your Request for Proposal **Ref. No. EdCIL/SII/Web-Portal/08/2018 dated 14th August 2018**. and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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 Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Fin-2: Financial Bid:

S.No.	Phase	Description				Amount (in INR)
1.	Phase - 1	Guide and assist the IT vendor in Upgradation of Web Portal and creation of Mobile Application for “Study in India”				
2.	Phase - 2	SI No	Resource	Monthly Fee <i>(Full time deployment)</i>	No. of Months	Amount (in INR)
		a.	Technology Consultant (1)		12	
		b.	Education Sector Consultant (1)		12	
	Sub Total Phase 2 (as above)					
3.	Grand Total* (Total of Phase-1 and Phase-2 as above)					

Note:

- a. For Phase 1, the value of the work order shall be worked out on the basis of total work to be quoted.
For Phase 2, it will be on the basis of rate per month multiplied by the number of man months required for the project,
- b. All Taxes, incidentals, travel, allied expenses if any, to be included as part of the Phase 1 rates as well as the Phase 2 rates.
- c. EdCIL would be free to obtain the tax breakup for internal tax compliance purpose.
- d. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.
- e. Consultants will be chosen both for phase 1 and phase 2 based on the total combined scores (technical + financial).

Note: A single work order will be issued for both the phases- Phase-1 and Phase-2

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Annexure – 12

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

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

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

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

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL(India)Ltd any money so demanded not with standing 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 relieve us from the liability.

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

Dated: the day of

For (indicate the name of bank)

Signature of Banks Authorized official

Designation with Code No. -----

Witness

1 (Name)-----Full Address-----

--

2. (Name)-----Full Address-----

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on ___ day of the month of2018, between, one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

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

WHEREAS the EdCIL proposes to procure services towards **Hiring of Firm for providing Consultancy Services for Upgradation of Web Portal and creation of Mobile Application for "Study in India"**, and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2018 dated2018.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2018 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

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

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

3. Commitments of Bidders

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

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

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. 2,50,000 as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order 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 SANCTIONS FOR VIOLATIONS

(b) 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:

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.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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.

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.

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.

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.

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(l) 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

BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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. dated **14th August 2018** 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. _____

Witness
1. _____

2. _____

2. _____

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