

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

**Selection of Agency for Entering into Rate
Contract, for Design, Development,
Implementation and Maintenance, for each
module under Management Information
System for Schools**

(OPEN TENDER)

Tender Ref. No. EdCIL/BD/RFP/MIS/RC/2017/01 dated 25th May 2017



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

DISCLAIMER:

All information contained in this Request for Proposal (RFP) provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document in all respects.

Edcil (India) Ltd., reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Edcil (India) Ltd also reserve the right to withhold or withdraw the process at any stage with intimation to all vendors submitted the BID document. Edcil (India) Ltd reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be posted on the website (<http://www.edcilindia.co.in>)

Neither Edcil (India) Ltd, nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of Edcil (India) Ltd or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to Edcil (India) Ltd and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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EdCIL (INDIA) LTD.

(A GOVT. OF INDIA MINI RATNA ENTERPRISE)
SECTOR 16A, NOIDA

NOTICE INVITING TENDER (e-Tendering mode)

Dated: 25th May 2017

Subject: Rate contract for Designing, Development, Implementation and Maintenance of Management Information System for schools across the country

EdCIL (INDIA) LTD invites bids for “**Selection of Agency for Entering into rate Contract, for Designing, Development, Implementation and Maintenance, for each module under Management Information System for schools**” across the country from experienced agencies as per terms & conditions specified in the tender document.

Consignee and Place of delivery	PAN INDIA
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	25-05-2017 at 11:00 Hrs
Document Download/Sale Start Date available on the website www.edcilindia.co.in	25-05-2017 at 11:00 Hrs
Document Download/Sale End Date available on the website www.edcilindia.co.in	07-07-2017 at 15:00 Hrs
Date for Pre-Bid Conference	19-06-2017 at 11:00 Hrs
Venue of Pre-Bid Conference	EdCIL House, Sector-16 A, Noida
Last Date and Time for receipts of Bids	07-07-2017 upto 16:00 Hrs.
Date and Time of Opening of Technical Bids	10-07-2017 at 11:00 Hrs.
Bid document Fee	Rs.1000/- (One Thousand only) in form of Demand Draft. Scanned copies of DDs shall be uploaded and original sent along with tender as per the Instructions to bidders.

Earnest Money Deposit	Rs.1,00,000/- (In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders
No. of Covers (1/2/3/4)	02 (Two Packet)
Bid Validity days (180/120/90/60/30)	120 days (From last date of opening of tender)
Address for Communication	Chief General Manager (Projects) EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P. 201 301
Submission of RFP Document and Contact person	Chief General Manager (Projects) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
Implementation period for each project awarded under the rate contract.	120 Days (upto 50 Schools) 180 Days (Beyond 50 Schools)
Contact No.	0120- 2512001 to 2512006
Email Address	vvmurari@edcil.co.in

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding 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
Proposal	" Proposal " means the Technical Proposal and the Financial Proposal of the bidder.
RFP	" RFP " means the Request for Proposals to be prepared by the Client for Entering into Rate Contract for Designing, Development, Implementation and Maintenance of Management Information System for schools.
MIS	Management Information System

CHAPTER - I

Introduction

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

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

Vision

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

Service Spectrum

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

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

i) Online recruitment Testing and Assessment

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

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

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

ii) Educational Infrastructure Management

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

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

iii) Educational Procurement (Lab Equipment, IT products, Furniture etc.)

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

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

iv) Digital Education System

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

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

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

v) Advisory and consulting:

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

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

vi) Placement and Secondment:

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

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

The following services are specifically offered:

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

vii) TSG (Technical Support Group):

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

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

CHAPTER 2

INVITATION FOR THE BIDS(e-Tendering mode)

Bids are invited for selection of agency to rate contract, for Designing, Development, Implementation and Maintenance, for each module under Management Information System for schools. Accordingly EdCIL invites bids from experienced agencies for designing, development, Implementation and Maintenance of a world-class Management Information System (MIS) for different State Governments and other clients who manage schools. This single integrated platform is aimed to cater to the management and academic needs of schools, reporting needs of Administrative section and the collaborative needs of all stakeholders of Education system including the Parents.

The purpose of MIS is to bring the schools into the ambit of State-of-the-Art Technology Platform. A new perspective has been brought forth through a unique initiative by highlighting the importance of focusing on Students, their Life Cycle Data, Innovative Teaching-Learning Methodology, efficient Decision Making based on Quality Data, Participation by each stakeholder, Tool based Decision Making and above all be a pioneer in implementing an Integrated schools e-Governance Platform.

The Request for Proposal is issued by the EdCIL India Limited to obtain bids from highly reputed and experienced agencies to enter into rate contract for Design, Development, Implementation and Maintenance of each module under a comprehensive Management Information System for schools .

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.

Bidders are advised to submit their financial proposal of each module as required in the financial bid. The evaluation of the bids would be done as per the total value quoted for all modules. However, EdCIL reserves the right to award the work against each individual client order related to implementation of one or more modules depending upon the requirements of the end-client.

CHAPTER 3

INSTRUCTION TO BIDDERS FOR E-TENDERING

1. Instructions for Online Bid Submission:

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

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

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

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

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System® (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 log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents

one by one as indicated in the tender document.

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

OR

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

- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.
- VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.
- X. Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8. ASSISTANCE TO BIDDERS:

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

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	skapil@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).

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

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

10. Public Online Tender Opening Event (TOE):

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE)

from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

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

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

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

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

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

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

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of - Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of

creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

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

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

NOTE:

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

12. MINIMUM REQUIREMENTS AT BIDDER'S END:

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above

- Digital Certificate(s)

Note:

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

CHAPTER 4

Scope of Work

- a) To provide, design, develop, host, manage and maintain the management information software; train teachers and provide technical support for implementation of the MIS Projects in all client states / center / organizations as and when such orders are received by EdCIL. The detail of state will be provided at the time of award of work to the selected agency.
- b) The package must include
- A minimum 5 days training of teachers/ staff post deployment
 - Operation and Maintenance (O&M) support to be provided for the period of one year based on defined SLAs as identified in the below table :

Table 1

Business Impact Severity Level	Definition	Response Time	Expected Resolution Time
1	These problems affect the MIS such that the users are unable to perform their business functions or result in negative publicity for client.	Within 2 working hours.	Based on the root-cause analysis, agreed expected Resolution Time must be captured on the incident. For high severity incidents, Resolution time to be within 2 days.
2	These are problems which affect a particular process or functionality for which there are existing alternatives to by-pass the problem.	Within 4 working hours with 4 hourly status reporting	Resolution time to be within 6 working days
3	These problems have minimal or no impact on MIS's ability to perform its functions	Within 4 working hours with daily status reporting	Resolution time to be within 12 working days

Note: Edcil recommends the above mentioned SLA definition. Bidders can propose their own SLAs with equivalent definitions and best practices.

- c) To work closely with the Nodal official and the team of Management information system cell to implement and drive the project
- d) The software must have the following 15 modules of which **i) – vi) are the basic mandatory modules** and **vii) – xv) are top up modules** based on specific demand from the client :

i) School Management –

- Must store all important school related information such as address, contact details, website, record of holidays, events, mobile numbers & email ids of parents, teachers, administrators and other stakeholders, details of infrastructure (such as classrooms, washrooms, playground etc.) and other important details in a central database
- Must integrate with SMS service, email and social media and allow institutes to send alerts to parents, teachers for all important alerts and notifications such as Fee payment reminder, PTM meeting etc.
- Must have the capability to create updates, albums, for all important events which can be shared with parents and students on the MIS Portal and social media applications.
- school budgetary allocation and expenditure monitoring
- school electrification management
- school circulars and notification management
- Principal and teacher chat groups on the MIS Portal and other Social Media applications e.g. WhatsApp, Facebook

ii) Student Management -

- Must provide an elaborate profiler to create student profiles in an organized manner that is easily editable
- Must allow institutes to analyse data to predict and understand the reasons behind certain outcomes e.g. drop-outs, dip in attendance/performance etc.
- Must provide the class-wise student enrollment details
- Must provide student health report (e.g. Monitor Height, Weight, general well being etc.)
- Must have the platform for intimating student assignments
- Must allow parents to monitor special school activities and exam results of their students through SMS and emails
- Must provide student transfer certificate
- Automatic population of Student board exam application data using a unique identifier to retrieve data.
- Student marks evaluation and report card generation and dissemination to parents through SMS, Email and Social media
- Must allow for teachers to prepare and share datasheet and examination related updates

- Student Scholarship management/payments under schemes

iii) Student Attendance -Student attendance is an extremely effective application that helps in keeping a track of attendance records of students on per day or per period basis. The application is an instinctive platform for recording the attendance details of each class in schools

- Generate MIS to monitor student attendance on a daily basis
- Send notification to parents if the student is absent through SMS (e.g SMS to be sent pre and post mid-day meal)
- Send monthly attendance report to parents through SMS

iv) Leave Management (including Employee Attendance Management) – It must provide basic features such as

- Must be linked to the pay roll
- Generate MIS and monitor employee attendance
- Should be amenable to be integrated with Biometric or any other attendance monitoring system
- Online Leave application forms
- Online approval of leave
- Auto deduction of leave
- Auto Leave accrual
- Mail notification to concerned employees
- Leave restriction
- Leave carry forward
- Integration of calendar with holidays

v) Examination Results Management

- Web interface used by teachers to record grades for students.
- Publishing of Grade Book on the portal
- Progress reports / Marks Cards being made available to parents and students via SMS, Email and Social Media Applications like Whatsapp.

vi) Mid-Day Meal Management (in case of Schools)- The programme supplies free lunches on working days for children in primary and upper primary classes in government, government aided, local body. The MIS must track

- The number of students present during midday meal
- Attendance after the mid-day meal to analyze how many students leave for home after the meal

vii) Employee Management – Must support the following for teaching and non teaching staff

- **Teaching Staff**
 - Records teachers daily activity

- Teacher can access other modules like Leave, Payroll in their portal where they can apply for leave and check their payslip every month
 - Current class taken.
 - Photograph of teacher.
 - Name , residential address , contact detail, email id of teacher
 - Add manage teacher designations
 - Add announcements / holidays / Birthdays / notes
 - Add or check employee work report daily / monthly
 - Teacher transfer and counseling
 - Teacher service record
 - Teacher training
 - SMS trigger on the above features to teachers
- **Non -Teaching Staff**
 - Records daily activity
 - Staff can access other modules like Leave, Payroll in their portal where they can apply for leave and check their payslip every month
 - Past experience of staff
 - Photograph of staff
 - Name, residential address, contact detail, email id of staff.
 - Add manage employee designations
 - Add announcements / holidays / Birthdays / notes
 - Add or check employee work report daily / monthly
 - SMS trigger on the above features to staff

viii) Pay Roll Management - The application must seamlessly support

- Setting up the employee profiles in compliance to 7th pay commission
- Setting up pay-bands and pay-groups,
- Employee increment management,
- Arrear management,
- LWP Management,
- Provident Fund, Gratuity,
- Employee State insurance amongst support for numerous features
- Integration with existing payroll system, if in existence

ix) Time Table Management -

- Must allow for each faculty member, student and parents to view their timetable of the course/class.
- Whenever a teacher creates any event on their timetable, which is relevant for the students where they are connected, this will reflect in those students calendar too.

x) Curriculum Management - Curriculum Management application is an interactive application that must help

- Monitor and disseminate information on target and completion of subject-wise curriculum to parents and other stakeholders through SMS , email and social media applications e.g. Whatsapp, Facebook etc.
- The academic heads to manage curriculum delivery at the institute and creation of curriculum plan by subject teachers on a weekly / monthly frequency

xi) Library Management: It must help in managing the catalog of a library. Some of the modules it must have include:

- Keep record of complete information of a book like; Book name, Author name, Publisher's name, Date/ Year of publication, Cost of the book, Book purchasing date/ Bill no.
- Keep record of issues, check-out ,check-in of books in library
- Automatic fine calculation for late returns
- Ability to search for books
- Ability to generate different kind of reports like; total no. of books, no. of issued books, no. of journals, etc.
- Ability to tell how many books are issued to a particular student
- Track status of all books
- Should have Online access for registered user to see the status of their books

xii) Fee Management – The application must allow for

- Fee reminder email and SMS to parents
- Collection of fees, accountal and MIS including outstanding monitoring
- Parent to check complete year fee schedule from their own account
- Parent to pay fee online/offline

xiii) Online Admission – The application must assist and allow for online admission modules such as

- Online Admission Forms for students,
- Online Payment / Offline payment option,
- Eligibility verification
- Final Admission list generation

xiv) Inventory, Assets and consumables Management - The application must include

- Database on assets, consumables and their periodic updation
- Issues accountal
- Damage/loss accountal,
- Annual physical verification of assets
- Consumables inventory balances,

xv) Parent Information Management System-The Parent Portal must give access to all parents to get information about their ward and give feedback. The module must cover

- Attendance
- Mark sheets

- Report cards
- Assignments
- Syllabus, calendars etc. through the parent portal
- It should also allow for SMS facility to share attendance , student result , parent teacher meeting date, exam schedule , student result etc.

Dashboards- All the above 15 modules will have specific dashboards as part of the output. A dashboard is "an easy to read, often single page, real-time user interface, showing a graphical presentation of the current status (snapshot).It must show the historical trends of a school key performance indicators such as (list below is indicative and not exhaustive)

- Students attendance
- Student drop-outs
- Teacher attendance
- Teachers training schedule compliance
- Student academic performance
- Mid day meal monitoring
- Teachers availability tracking
- Infrastructure tracking
- Rating and benchmarking of schools
- Revenue, Budget and Expenditure tracking
- Escalation alert on absenteeism or any other issue requiring intervention

The MIS application should have the following features :

- a) It should be a cloud based application.
- b) The application software must be modular and scalable in nature and have the provision for integrating with other software /websites of the department.
- c) The application software must be secure from SQL injection or any hacking methods.
- d) The application software must be capable of integrating with State MIS of RMSA. Vendor should collaborate with the RMSA Web Content Management team to identify inputs in this regard
- e) To maintain an error free and uninterrupted service (as defined in the **SLA in Chapter 4 Table 1**) of the application software (school MIS) for a period of one year from the date of completion of project.
- f) To take immediate action to resolve the issues on receipt of information from the EdCIL through official Letter/ e-mail, etc.

- g) All work related to development of the application software including customization and implementation shall be undertaken by the bidder with approval of the EdCIL authorized representatives.
- h) The implementation including trial run / user acceptance testing shall be undertaken by the bidder with the support & involvement of EdCIL/Client.
- i) To provide the complete security process of the application software. It should have provisions and regular monitoring to detect and stop any type of hacking or trespassing by any unlawful intruder. If there is any fault in the software during trial run (i.e user acceptance testing phase), the selected bidder will resolve the issue related to software.

Technical Requirement of the application software

- 1) System should be platform independent and should support both Linux and Windows both with and without virtualization. It should support multiple databases e.g MS SQL, Oracle and Post Gre SQL.
- 2) **Cloud Based Applications:**
 - Cloud-based applications make knowledge transfer a more cost-effective process, especially for students in rural areas, encouraging them to opt for newer ways of learning.
 - Cloud can help maximize efficiencies and optimize costs, including uploading content to the Cloud.
 - This evolution gives schools the opportunity to balance the need to deliver cost-effective services to students, teachers and management with important institutional demands, including important considerations such as data security, authentication and system management. It also entails no extra investment on IT Hardware or data – centres.

2) Accessibility

It should be an integrated collaboration web platform that is accessible online and offline through computer as well as mobile phones.

It should be accessible at 4 levels, which can be named as per the requirement of the client, for example:

- a) Zone level
- b) State Level
- c) District Level
- d) Educational institutional Level

It must have provision of automated reports at zonal, state, district, educational institutional level.

3) Data Security: All data should be kept secure and must comply the following.

- a) **Certifications and Accreditations** - All servers are ISO 27001 certified.
- b) **Physical Security** - Data centers are housed within India. It is monitored at all times, 24x7x365. The facility has multiple defences against intruders, theft, and fire.
- c) **Secure Services**
 - Industry-standard 128-256 bit encryption prevents hackers from capturing sensitive data over the Internet.
 - The database encrypts all passwords using salted hash so no one can read your password, not even our staff.
 - Servers are protected by one or more security groups, named sets of rules that specify which ingress (i.e., incoming) network traffic should be delivered to the server instance. The security groups serves as a basic firewall-like protection.

4) Data Privacy and Protection

- Data should be protected.
- Personally identifiable Data cannot be shared with anyone.
- Automatically keep backups of all changes.
- The system keeps track of login, which is helpful in identifying suspicious logins.
- The system is engineered to block brute force attacks, phishing and other exploits.

5) Backups

Servers should automatically keep continuous backups of data as per the back-up data plan to be provided by the vendor.

6) Data Set Up

Data to be setup in servers for various applications to be working for schools as expected.

CHAPTER 5

Proposed Contract Terms

1. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
2. The cover prepared should indicate clearly the name and address of the bidder to enable the documents to be returned unopened in case it is received "Late" or due to any other reason.
3. The offer/bid shall be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate module wise price for the modules mentioned in the financial bid in the given pdf.
4. Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
5. Bidder should take into account any corrigendum published on the tender document, on the relevant website, before submitting their bid.
6. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
7. As part of the bid, the bidder should provide the following fee along with bid :
 - a) Bidder has to pay the bid fee for Rs.1000/-(One Thousand only)in favour of **EdCIL India Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.
 - b) The Bidder must furnish earnest money for Rs.1,00,000/-(Rupees One Lakh Only) in favour of **EdCIL India Ltd.** "Payable at **Noida (U.P.)**in the form of Demand Draft, failing which the bid will be rejected.

NOTE: 1) MSME registered with NSIC having valid up to date registration certificate are exempted from bid fee and EMD.

2) Ministry of MSME'S policy circular no.1(2)(1)/2016-MA dated the 10TH March, 2016 and office memorandum No. F.20/2/2014-PPD(PL) dated 20th September,2016 issued by the Ministry of finance, Department of "Relaxation of norms for start-ups and MSME in public procurement on prior Experience-Prior Turnover criteria" will be applicable for MSME bidders.

8. 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.

9. Content of the tender:

The tender documents includes:

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

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

10. Clarification on tender:

A prospective bidder requiring any clarification on tender document may submit queries to the issuing officer in the following format to be received before the date of pre-bid conference :

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 also send a clarification mail to the bidder at the email ID communicated. Bidders are advised to see the clarifications/amendments given by EdCIL during the bid process.

11. Amendment in Tender Document:

11.1. 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.

11.2. The amendment will be notified on EdCIL website i.e www.edcilindia.co.in and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.

11.3. 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.

12. 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. 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. The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

13. Bid Prices:

20.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.

20.2 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.

20.3 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.

20.4 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies, other charges as may be applicable in relation to the activities proposed to be carried out except service tax.

20.5 The bidders may factor in all related expenditures of travel, incidentals, stay etc in case of outstation assignments while quoting their rate. No extra payment would be made towards this.

14. Authorized Signatory:

- The bid document should be digitally signed by the authorized representative of the bidder.

- 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.
- Unsigned & Un-stamped bid shall not be accepted.
- All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents

15 Period of Validity of Bid:

Bids shall remain valid for a period of 120 days after the date of opening of technical bid. A bid valid for a shorter period is liable to 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.

16 Late Bid:

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

17 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.

18 Preliminary examination:

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

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

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted but the same should not change the essence of the quote and not making an ineligible bidder eligible. The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative

19 Earnest Money (EMD):

- 19.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 1,00,000/- (Rupees One Lakh Only) in the form of crossed Demand Draft in favour of EdCIL India Limited payable at Noida.
- 19.2 Bids received without EMD shall be summarily rejected. However **MSME registered with NSIC having valid up to date registration certificate are exempted from bid fee and EMD**
- 19.3 The earnest money of unsuccessful bidders shall be refunded without interest after final signing of the contract.
- 19.4 Refundable without taxes security deposit of Rs 1,00,000/- (One lac) will be required to be deposited by the successful bidder over and above bidder is also required to submit the Performance Security, in the form of a Bank Guarantee, equivalent to 10% of each order value awarded.
- 19.5 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 up-wardly revises the price bid.
 - c) In case the successful bidder does not execute the agreement in stipulated time.

20 Pre-bid conference:

The bidder or his official representative is advised to attend a pre-bid conference on **19th June 2017 at 1100 hrs.** at the office of :

Chief General Manager (Projects)
EdCIL (India) Limited,
EdCIL House, 18 A, Sector 16A,
NOIDA – 201 301 (U.P)
Phone: 0120 2512008, Fax: 0120 2515372
Email: shivam@edcil.co.in

The purpose of this meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage.

The bidder is requested to submit any queries by email followed by post copy in confirmation so as to reach EdCIL **not later than 12th June 2017**.

Queries relevant to the bid Documents shall be addressed to the Chief General Manager (Projects), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading of response in the EdCIL website with in 15 days from the date of pre-bid meeting. Subject line of the query should have the name as the tender document number.

Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by EdCIL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. **Addenda will be treated as part of Tender Document.** The copy of Addenda and response to other queries will be emailed to individual relevant bidders and also be hosted on EdCIL website (www.edcilindia.co.in) for the purpose of downloading.

21 Overall bid Evaluation Process:

- a) Evaluation criteria will be based on evaluation of the bidder meeting the technical qualification (including eligibility criteria) through a QCBS methodology and subsequently evaluation of financial bid. The evaluation shall consist of following phases:
 - i) Phase I – Evaluation of Technical bid and subsequent QCBS evaluation
 - ii) Phase II - Evaluation of Financial bid
- b) It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

22 Phase I : Evaluation of Technical Bid:

22.1 Bidder shall have to upload documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The QCBS rating and financial bid opening will be carried out for only those bidders who qualify in the Technical bid.

22.2 Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of Management Information Systems for schools/ educational institutes during last 5 Financial years in India as on 31 st March 2016.	Certificate of incorporation or Certificate of Commencement or Certificate consequent to change of name, if applicable has to be submitted.
2.	The Bidder should have a minimum average annual turnover of at least INR 20 Cr. in last 5 financial years i.e.2011-12, 2012-13, 2013-14, 2014-15 & 2015-16 out of which INR 5 Cr should be from development to implementation of MIS for schools/ educational institutes.	A certificate of Turnover from Chartered Accountant or Self-attested audited Profit & Loss Account and Balance Sheet for the last five financial years (i.e.2011-12, 2012-13, 2013-14, 2014-15 & 2015-16).
3.	The Bidder must have successfully completed at least 5 (five) projects relating to development and implementation of Management Information System (MIS) for schools/ educational institutes during the last 5 financial years i.e. 2011-12 onwards. The minimum value of single project should not be less than 25 Lakhs.	Copies of work order and completion certificate of Management Information System (MIS).
4.	The bidder should have successfully implemented Management Information System for at least 10 schools/ educational institutes in single project of value not less than 25 Lakhs during the last five completed financial years i.e. 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16.	Copies of work orders and completion certificate of Management Information System (MIS).
5.	<p>The bidder</p> <p>a) Should have the wherewithal to provide cloud hosting capability (physically located in India) for the data base and the application modules (along with backup) that are part of the MIS.</p> <p>b) As stipulated by the Government of India, Comply with National data sharing and accessibility policy (NDSAP) guidelines in this regard.</p>	<p>Relevant certificate certifying cloud hosting capabilities of the bidder.</p> <p>Self-declaration of the bidder.</p>

6.	The bidder should have been involved in in-house software development for last three financial years as on 31 st March 2016	Self Declaration
7.	The Bidder should have CMMi3 onwards certification	Copy of the Valid Certificates
8.	The bidder should own the copyright of the source code of the Management Information Systems software being offered and should be the OEM of the solution. The agency should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with EdCIL. EdCIL will be the co-owner of the data and the same (i.e the data along the database schema) would be transferred to EdCIL as and when required by EdCIL.	Self Declaration by bidder
9.	Bidder should have a valid ISO9001:2008(or higher) certification and ISO/IEC27001:2008(or higher) security certification.	Copy of the Valid Certificates
10.	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / schools /Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Declaration as per Performa The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)
11	The bidder should have dedicated team strength of minimum 50 software developer and programmers on their rolls.	Self certification from the authorized signatory of bidder certifying mentioned software programmer strength on their regular payroll along with the list containing names and designation of the software developers/programmers on their roll.

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

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

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
1.	<p>Average Annual Turnover of the Bidder during last five financial years (FY 2011-12, 12-13, 13-14, 14-15 & 15-16)</p> <p>>= INR 80Crores : (15 marks) >= INR 40Crores and < INR 80Crores : (12 marks) >= INR 20Crores and < INR 40Crores : (10 marks)</p>	15	Self attested audited P&L Account and Balance Sheets OR Copy of CA certificate
2.	<p>The bidder should have successfully implemented Management Information System projects for a minimum value of INR 5 Cr. for schools/ educational institutes during the last five completed financial years i.e. 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16.</p> <p>>= 15Crore : (10 marks) >= 10Crore and <15Crore : (8 marks) >= 5Crore and <10Crore : (6 marks)</p>	10	Self Attested copy of work order and completion certificate of MIS issued by client
3.	<p>The Bidder must have successfully completed at least 5 (five) MIS projects for schools/ educational institutes during the last 5 completed financial years i.e. 2011-12,2012-13, 2013-14, 2014-15 & 2015-16. The minimum value of single project should not be less than 25 Lakhs.</p> <p>>= 15 Projects : (20 marks) >= 10 Projects and < 15 Projects : (15 marks) >= 5 Projects and < 10 Projects : (12 marks)</p>	20	Self Attested copy of work order and completion certificate of MIS issued by client
4.	<p>The bidder should have successfully implemented Management Information System for at least 10 schools/ educational institutes in single project of value not less than 25 Lakhs during last five completed financial years i.e. 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16.</p> <p>>= 100 schools/ educational institutes : (10 marks) >= 50 and < 100 schools/ educational institutes : (8 marks) >= 10 and < 50 schools/ educational institutes : (6 marks)</p>	10	Self attested copy of work order and completion certificate of MIS issued by client

5.	The bidder should have successfully implemented Management Information System for at least 10 schools in single project during last five completed financial years i.e. 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16. >= 100 schools : (10 marks) >= 50 and < 100 schools : (8 marks) >= 10 and < 50 schools : (6 marks)	10	Self attested copy of work order and completion certificate of MIS issued by client
6.	The bidder should have the CMMI level certification a) CMMI level 3 : (6 Marks) b) CMMI level 4 : (8 Marks) c) CMMI level 5 : (10 Marks)	10	Copy of valid certificate
7.	The bidder should have dedicated team strength of minimum 50 software developer and programmers on their rolls. >= 150 S/w programmers : (15 marks) >= 100 and < 150 S/w programmers : (12 marks) >= 50 and < 100 S/w programmers : (10 marks)	15	Self certification from the authorized signatory of bidder certifying mentioned software programmer strength on their regular payroll.
8.	Competence assessed during technical Presentation covering the following: a) Understanding of the requirement (2 Marks) b) Implementation approach and methodology (2 Marks) c) Demo of software readiness to be implemented and hosted showing the key modules as per RFP (2 Marks) d) Details and quality of successful projects (2 Marks) e) Process workflow diagram (2 Marks)	10	As per Presentation evaluated by the committee
	Total	100	

22.5 The Technical bid will be evaluated by evaluation committee set-up by EDCIL on the basis of QCBS criteria and weightage assigned.

22.6 The bidder who scores minimum 70 marks in the marking scheme shall be declared qualified in technical evaluation stage and notified for opening of their financial bids. The QCBS scores of qualified bidders would be communicated to them before opening of the financial bid. They would also be advised to attend opening of the financial bid.

23 Phase 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.

Final Proposal shall be given scoring as below

- a) The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$Fs = 100 * FI / F$$

Where:

Fs = The financial score of the Financial Proposal being evaluated

FI = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

24 Combined QCBS Evaluation

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

$$\text{Combined Score} = 70 \% * Ts + 30 \% * Fs$$

Bidder with highest Combined Score shall be declared selected Bidder.

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

25 Duration:

Duration of the MIS rate contract is for 1 years. The same can be extended based on satisfactory performance for each year at a time to a maximum period of 3 years. However the unit rates of modules would be negotiated at the end of each financial year based on the volume of business awarded or expected and any other related factor.

26 Income Tax/ Service Tax Registration Certificate

PAN and Service tax registration No. should be quoted.

27 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.

28 Notices

28.1 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.

28.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

29 Applicable Law

29.1 The contract shall be interpreted in accordance with the laws of the Union of India.

29.2 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).

30 Deliverables

- 1) Application Software and Web Portal.
- 2) SRS, FRS and to include ‘As-Is’ and ‘To-Be’, report including workflow
- 3) Implementation plan and manual
- 4) Standard Operating Procedure and user manual
- 5) Training manual
- 6) Back-up data and disaster recovery plan
- 7) Social media integration plan (If required by the client)

31 PAYMENT TERMS

Payment terms shall be released in Indian Rupees as per following stages after duly certified by the end client:

Table 2

S.No	Stage	% of payment released
1.	On Completion of Designing, Blueprinting and implementation	20%
2.	On the MIS'Going Live' in all the designated locations.	50%
3.	On Completion of training and initial handholding of 4 weeks	20%
4.	O&M support payment beyond item no. 3 (as per item no. of price bid sheet)_	Pro-rata every quarter (10%)

1. The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques.
2. 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.
3. Payment will be subject to submission of implementation certificate from the concerned authority on software going live.

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

32. 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.

33. Performance Security

EMD of successful bidder shall be retained as security money after signing of agreement/award of work. 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 favor of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 9 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.

34. Consortium

No consortium will be entertained by EdCIL.

- 35.** The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed consultants at EdCIL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of EdCIL/User's organization and will not be put into any other use

36. 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.

37. 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 assets or
- ii. Makes an arrangement with or assignments in favor of his/their

- creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
 - iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
 - v. Fails to adhere to the agreed program of work; or
 - vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
 - vii. Performance is not satisfactory; or
- viii. 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 EdCIL.
- 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

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. EdCIL would make related payments only for the

activities implemented by the company on the date of termination of services.

38. Legal Liability

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

39. 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.

40. 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.

41. 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. 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.
- d. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.

- e. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- f. 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.

42. 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 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.

43. 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.

44. Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

45. Special Terms and Conditions

- The specific scope of work, deliverables, milestones and timelines will be mutually decided at an appropriate time looking to the requirements of the individual project. However, the decision of EdCIL, 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.
- 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.
- Roaster (list of 2/3 bidders in alphabetical order) will be made if more than 3 bids are received. The work will be awarded on the basis of roaster list(for eg. First work will be awarded to the bidder who is first in the roaster (in alphabetical order), similarly, second work will be awarded to the bidder who is second in the roaster and so on).

Bid Form

I. Addressed to

a.	Name of the tendering Authority	CGM (Projects) EdCIL (India) Limited
b.	Address	CGM (Projects) 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 / 512372
e.	Email Id	shivam@edcil.co.in

II. **Tender No.** EdCIL/BD/RFP/MIS/RC/2017/01 dated 25th May 2017

III. Other related details:-

1	Name of Bidder													
2	Name & Designation of Authorized Signatory													
3	Registered/Head Office Address													
4	Correspondence Address	<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													

14	Are there any clarification / information etc that the bidder may like to make	
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- IV. The Tender document fee amounting to Rs. 1000/- (Rupees One Thousand Only) and EMD of Rs. 1,00,000/- have been remitted vide DD No._____ dated _____& DD No.No._____ dated _____ in favour of EdCIL (India) Limited, Payable at, Noida/Delhi, India.
- 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:

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

To

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

Sir,

Subject: Selection of Agency for Entering into Rate Contract, for Designing, Development, Implementation and Maintenance for each module under Management Information System for schools

This bears reference to **EdCIL/BD/RFP/MIS/RC/2017/01 dated 25th May 2017**. 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 ___/___/2017 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

SELF-DECLARATION – NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender **EdCIL/BD/RFP/MIS/RC/2017/01 dated 25th May 2017 for Selection of Agency for Entering into Rate Contract, for Designing, Development, Implementation and Maintenance, for each module under Management Information System for schools**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Turnover Statement

S.No	Financial Year	Annual Turnover of bidder	Turnover from Software development
1.	2013-14		
2.	2014-15		
3.	2015-16		
Total			
Average			

Details of Past Experience:

Experience of bidder in executing similar projects:

S.No	Name of Client	Name of the Project and brief description	Value	Date of award	Date of Completion	Current Status
1.						
2.						
3.						
4.						
5.						
6.						

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and 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 OF2017.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarised

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

Letter of Proposal Submission of Financial Bid:

To:
[Name and address of the employer]

Dear Sir,

We, the undersigned, offer to provide the job for **Selection of Agency for Entering into Rate Contract, for Designing, Development, Implementation and Maintenance, for each module under Management Information System for schools**, in accordance with your Request for Proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

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. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

Financial Bid

Designing, Development, Implementation and Maintenance of Management Information System for schools for the following Modules as per scope of work indicated at **Chapter 4**.

The following rate must include the cost for minimum three day training and one year maintenance. The rate would be quoted on a per student per annum basis for a minimum assured initial order of 2000 students.

Deliverables

A. MIS Designing, Development, Implementation and Roll out

S. No	Modules	Note	Unit Rate (In figure) per student against each module (1)	Unit Rate (In Words) per student against each module (2)
1	School Management	Basic Mandatory Package comprising Modules i) – vi) – One single rate to be quoted for it) It should also include the following for: a) Software requirement specifications(SRS) / Functional requirement specifications(FRS) b)Implementation plan and manual c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual		
2	Student Management			
3	Student Attendance			
4	Leave Management (including Employee Attendance Management)			
5	Examination results Management			
6	Mid-Day Meal Management			

7	Employee Management	<p>Individual Top Up modules. Rate to be quoted separately for each module.</p> <p>It should also include the following for:</p> <ul style="list-style-type: none"> a) Software requirement specifications(SRS) / Functional requirement specifications(FRS) b)Implementation plan and manual c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual 		
8	Pay Roll Management	<p>Individual Top Up modules. Rate to be quoted separately for each module</p> <p>It should also include the following for:</p> <ul style="list-style-type: none"> a) Software requirement specifications(SRS) / Functional requirement specifications(FRS) b)Implementation plan and manual c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual 		
9	Time Table Management	<p>Individual Top Up modules. Rate to be quoted separately for</p>		

		<p>each module It should also include the following for:</p> <ul style="list-style-type: none"> a) Software requirement specifications(SRS) / Functional requirement specifications(FRS) b)Implementation plan and manual c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual 		
10	Curriculum Management	<p>Individual Top Up modules. Rate to be quoted separately for each module It should also include the following for:</p> <ul style="list-style-type: none"> a) Software requirement specifications(SRS) / Functional requirement specifications(FRS) b)Implementation plan and manual c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual 		
11	Library Management	<p>Individual Top Up modules. Rate to be quoted separately for each module It should also include the following for:</p>		

		<p>a) Software requirement specifications(SRS) / Functional requirement specifications(FRS)</p> <p>b)Implementation plan and manual</p> <p>c)Standard operating procedure and user manual</p> <p>d)Web portal /Dashboard</p> <p>e)Backup data and Disaster recovery Plan</p> <p>f)Training Manual</p>		
12	Fee Management	<p>Individual Top Up modules. Rate to be quoted separately for each module It should also include the following for:</p> <p>a) Software requirement specifications(SRS) / Functional requirement specifications(FRS)</p> <p>b)Implementation plan and manual</p> <p>c)Standard operating procedure and user manual</p> <p>d)Web portal /Dashboard</p> <p>e)Backup data and Disaster recovery Plan</p> <p>f)Training Manual</p>		
13	Online Admission Management	<p>Individual Top Up modules. Rate to be quoted separately for each module It should also include the following for:</p> <p>a) Software requirement specifications(SRS) / Functional</p>		

		<p>requirement specifications(FRS)</p> <p>b)Implementation plan and manual</p> <p>c)Standard operating procedure and user manual</p> <p>d)Web portal /Dashboard</p> <p>e)Backup data and Disaster recovery Plan</p> <p>f)Training Manual</p>		
14	Inventory Management	<p>Individual Top Up modules. Rate to be quoted separately for each module</p> <p>It should also include the following for:</p> <p>a) Software requirement specifications(SRS) / Functional requirement specifications(FRS)</p> <p>b)Implementation plan and manual</p> <p>c)Standard operating procedure and user manual</p> <p>d)Web portal /Dashboard</p> <p>e)Backup data and Disaster recovery Plan</p> <p>f)Training Manual</p>		
15	Parents Information Management System	<p>Individual Top Up modules. Rate to be quoted separately for each module.</p> <p>It should also include the following for:</p> <p>a) Software requirement specifications(SRS) / Functional requirement specifications(FRS)</p> <p>b)Implementation plan and manual</p>		

		c)Standard operating procedure and user manual d)Web portal /Dashboard e)Backup data and Disaster recovery Plan f)Training Manual		
	Total			

Total Cost In Words _____

Signature of bidder

B. O&M Services (Post roll out)(Only one year is considered for evaluation)

S. No	Modules	Note	O&M Unit Rate (In figure) per student per annum against each module (1)	O&M Unit Rate (In Words) per student per annum against each module (2)
1	School Management	Basic Mandatory Package comprising Modules i) – vi) – One single rate to be quoted for it)		
2	Student Management			
3	Student Attendance			
4	Leave Management (including Employee Attendance Management)			
5	Examination results Management			
6	Mid-Day Meal Management			
7	Employee Management	Individual Top Up modules. Rate to be quoted separately for each module.		
8	Pay Roll Management	Individual Top Up modules. Rate to be quoted separately for each module		
9	Time Table Management	Individual Top Up modules. Rate to be quoted separately for each module		
10	Curriculum Management	Individual Top Up modules. Rate to be quoted separately for each module		

11	Library Management	Individual Top Up modules. Rate to be quoted separately for each module		
12	Fee Management	Individual Top Up modules. Rate to be quoted separately for each module		
13	Online Admission Management	Individual Top Up modules. Rate to be quoted separately for each module		
14	Inventory Management	Individual Top Up modules. Rate to be quoted separately for each module		
15	Parents Information Management System	Individual Top Up modules. Rate to be quoted separately for each module.		
	Total			

Total Cost In Words _____

Signature of bidder

C. SMS Trigger Service (Coterminous with AMC, no separate development cost is payable) (A single rate to be quoted below for the overall SMS service to be operated against any module as would be jointly decided with the end-client subject to a maximum 24 SMSs per student during a year) (To also include the SMS cost payable to the service provider)

S. No	Modules	Note	Unit Rate (In figure) per student per annum against each module including O&M (1)	Unit Rate (In Words) per student per annum against each module including O&M (2)
1	School Management	Basic Mandatory Package comprising Modules i) – vi) – One single rate to be quoted for it)		
2	Student Management			
3	Student Attendance			
4	Leave Management (including Employee Attendance Management)			
5	Examination results Management			
6	Mid-Day Meal Management			
7	Employee Management	Individual Top Up modules. Rate to be quoted separately for each module.		
8	Pay Roll Management	Individual Top Up modules. Rate to be quoted separately for each module.		
9	Time Table Management	Individual Top Up modules. Rate to be quoted		

		separately for each module.		
10	Curriculum Management	Individual Top Up modules. Rate to be quoted separately for each module.		
11	Library Management	Individual Top Up modules. Rate to be quoted separately for each module		
12	Fee Management	Individual Top Up modules. Rate to be quoted separately for each module.		
13	Online Admission Management	Individual Top Up modules. Rate to be quoted separately for each module.		
14	Inventory Management	Individual Top Up modules. Rate to be quoted separately for each module		
15	Parents Information Management System	Individual Top Up modules. Rate to be quoted separately for each module.		
	Total			

Total Cost In Words _____

Signature of bidder

D. Social media integration Plan (Coterminous with AMC, no separate development cost is payable) (A single rate to be quoted below for the overall Social media services covering scope of work defined against each module during a year)

S. No	Modules	Note	Unit Rate (In figure) per student per annum against each module including O&M (1)	Unit Rate (In Words) per student per annum against each module including O&M (2)
1	School Management	Basic Mandatory Package comprising Modules i) – vi) – One single rate to be quoted for it)		
2	Student Management			
3	Student Attendance			
4	Leave Management (including Employee Attendance Management)			
5	Examination results Management			
6	Mid-Day Meal Management			
7	Employee Management	Individual Top Up modules. Rate to be quoted separately for each module.		
8	Pay Roll Management	Individual Top Up modules. Rate to be quoted separately for each module.		
9	Time Table Management	Individual Top Up modules. Rate to be quoted separately for each module.		
10	Curriculum Management	Individual Top Up modules. Rate to		

		be quoted separately for each module.		
11	Library Management	Individual Top Up modules. Rate to be quoted separately for each module		
12	Fee Management	Individual Top Up modules. Rate to be quoted separately for each module.		
13	Online Admission Management	Individual Top Up modules. Rate to be quoted separately for each module.		
14	Inventory Management	Individual Top Up modules. Rate to be quoted separately for each module		
15	Parents Information Management System	Individual Top Up modules. Rate to be quoted separately for each module.		
	Total			

Total Cost In Words _____

Signature of bidder

Name & Address

Note

1. The evaluation would be done on the total unit cost quoted by the bidder against Table A,B,C and D together.
2. For evaluation purpose against O&M support for only one year of service is taken into account. However EdCIL based on end client's requirement would be free to avail the service for subsequent years at the same rate.
3. The bidder shall quote the rate including all taxes, levies as applicable except service tax/GST. Service tax/GST shall be paid extra as per applicable rate. All other incidentals including travel, stay, etc. would be included in the unit price quoted.
4. The rate shall be quoted duly including O&M support as has been defined in terms of SLAs under **Chapter 4 Table 1**.
5. The Costs quoted above shall be inclusive of costs pertaining to travel/stay and any other allowances / incidentals payable to the staff deployed by the bidder for the assignment.
6. If there is any discrepancy in price quoted in figure and words, the price quoted in words shall be considered for evaluation.
7. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.
8. EdCIL reserve the right to award the work for all modules or any combination of modules and/or tables (A,B,C and D) as per requirement of end client during each individual order.

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

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

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

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

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
4. We,.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by
(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We, (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of For

(indicate the name of bank)

Signature of Banks Authorised official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2017, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

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

WHEREAS the EdCIL proposes to **Selection of Agency for Entering into Rate Contract, for Designing, Development, Implementation and Maintenance, for each module under Management Information System for schools** for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2017 dated.....2017.

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

NOW, THEREFORE,

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

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

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

1. Commitments of the EdCIL

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

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, favor, 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, favor, 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 favor 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. 1,00,000/- (One Lakh Only) as Earnest Money with the EdCIL through Demand Draft in favor of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest

Money Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

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

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

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 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. Courts in Delhi would have jurisdiction to adjudicate any dispute or differences arising .

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 **EdCIL/BD/RFP/MIS/RC/2017/01 dated 25 May 2017** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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
OFFICER
Designation

BIDDER
CHIEF EXECUTIVE

Witness

1. _____ 1.

2. _____ 2.

Witness

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

Bid Submission

Online Bid Submission:

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

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

1.	Financial Bid	Price bid should be submitted in PDF format as per Annexure -7 & 8	.PDF
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Check List

S.No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favour of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 1,00,000/- drawn in favour of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Declaration of non black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Financial Bid duly signed as per Annexure 8 submitted	
12	Signed copy of the tender document submitted	
13	Certificate of incorporation of company/business submitted	
14	Any other item mentioned at para 8 of instructions of bidder.	