



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

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

Special Limited Tender

for

Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer based tests/ examinations

Bid Ref. No. P/30/2016-RSD		Dated 24th January 2017	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) (A Government of India Enterprise) EdCIL House, Plot no. 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India		
Date of Pre-Bid Meeting	30 th January 2017		
Last Date & Time of Submission of Bid	13 th February 2017 up to 1500 hrs		
Date & Time of Opening of Technical Bid	13 th February 2017 at 1600 hrs		

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

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CHAPTER - 1

Introduction

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

1. The company over three decades of existence has executed many consultancy and other projects and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and their large corporate.
2. EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. It currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Human Resource Development like “*Sarv Siksha Abhiyan (SSA)*”, “*Mid Day Meal Scheme (MDM)*”, “*National Mission on Education through Information & Communication Technology (NMEICT)*”, “*Rashtriya Madhyamik Shiksha Abhiyan (RMSA)*”, “*National Literacy Mission Authority (NLMA)*”, “*Higher Education Statistics and Public Information System (HESPIS)*”, “*Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMMNTT)*” etc.
3. The company offers the following technology led solutions in the Education & Training space.
 - a. **Computer based recruitment Services:** The company is a known professional consultancy organization which provide recruitment / assessment services in selection and identification of personnel by conducting computer based examinations / interviews / skill tests / Trade tests for various Ministries and Departments of Government of India / Public sector Enterprises, Autonomous bodies and Academic institutions across the country and has successfully conducted ‘Computer based tests/ examinations’ PAN India at approximately **654** examination centers in 164 cities for various clients for the recruitment process of **15 Lakh** candidates in **FY 2015-16**.
 - b. **IT and ICT Division** offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages and e-content development, e-operation and management (networking & Wi-Fi facilities), solutions to educational institutions along with that setting up of virtual universities;
 - c. **Skill Development & Human Resource Training including Teachers Training:** The company has expertise and large network of alliance partners and tie-up

with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects.

The successful clients include:

National

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

Overseas

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

The organization has been conducting need based short term and long term training programs for foreign nations sponsored by their Governments/ International Funding Agencies at reputed educational institutions/training establishments. It has established a proven track record in the design and management of customized short term and long term training programs including study visits to meet the requirements of the international clients including foreign governments and funding agencies.

- d. **Marketing of Indian Education product overseas / Placement of Indian Teachers overseas:** One of the core service of EdCIL (India) Limited is Placement of International/ NRIs /PIO students in reputed and prestigious Indian Institutions, recognized by the Regulatory Bodies, Government of India. Also the organization has extensive experience in facilitating Human Resource Development through secondment of Faculty/ Teachers and experts in diverse fields to various countries in Asia and Africa by maintaining a databank of resource persons and closely associated with various academic Institutions / Bodies across the country.
- e. **Edu-Technology and Infrastructure Division** offers concept to commission services like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies, Project Evaluation, Project Management and Turnkey Solutions. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University , Indian National Railway University, Central Universities and many other institutes of national importance;

CHAPTER - 2

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding contract. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
ATR	Action Taken Report
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ vendor/ supplier/ bidder responding to Invitation for Bids and who is participating in the Bid.
Contract	"The Contract" means a legally enforceable contract entered into between EdCIL and the selected bidder(s) with mutual obligations
CVC	Central Vigilance Commission
Day	"Day" means a working day as per Government of India (Gol).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
Gol	Government of India
LoA	Letter of Acceptance
LLD	Limited Liability Partnership
MHRD	Ministry of Human Resources Development
NIT	Notice Inviting Tender
PBG	Performance Bank Guarantee
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called buyer. EDCIL in this Bid document.
Request for Bid	Bid document, is issuing an invitation for bidders, through a bidding process, to submit a bid on a specific commodity or service
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work

Service Provider	A Service Provider provides organizations with consulting, legal, real estate, education, communications, storage, processing, and many other services.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
TC	Tender Committee

CHAPTER - 3
PROJECT BACKGROUND

The organization has migrated from conventional pen and paper mode to 'Computer Based Test/Examination' in December, 2015 and has successfully conducted 'Computer based tests/ examinations' PAN India at approximately **654** examination centres in **164** cities for various clients for recruitment process of approximately **15 Lakh** candidates in **FY 2015-16**.

EdCIL has handled recruitment of various categories of posts ranging from Engineering, Technical, Medical, Paramedical/Nursing, Scientific, Sports, Clerical, Teaching/Non-teaching, Administrative and Managerial including Trainees in different disciplines. Looking at the growing and emergent aspect of digital applications day by day, 'Computer Based Tests/Examination' has made EdCIL capable of handling voluminous data of applicants. The process of sorting out the eligible candidate's data has been eased and the time duration has been reduced by half.

Though there are many advantages in addition to as mentioned above, there are also certain risks associated with Computer based Test/Examination. One of such risks is high tech copying/ cheating during the conduct of examination. It is evident that the candidates who seek to gain an unfair advantage in examination use high tech cheating through electronic devices/ gadgets such as spy camera, smart watch, smart calculators etc.

To avoid any such misconduct by the candidates, EdCIL (India) Limited intends to invite bids through special limited tender to engage a service provider for supply & installation of low-powered cell phone jammers on rental basis at examination centers during the conduct of 'Computer Based Tests/Examination' by EdCIL at different locations on All India basis. The jammers shall be strong enough to block radio frequencies including CDMA/GSM/2G/3G/4G/WiFi/Bluetooth and any malicious radiations through any other electronic devices or spy cameras etc. in all the classrooms of a examination center.

In this regard, EdCIL (India) Limited (hereinafter referred to as EdCIL) invites special limited bids from the authorized service providers who are legally allowed to provide jammers (on rental basis) for the above purpose as per the procurement rules of Jammers of Cabinet Secretariat (Security), Government of India.

The party whose Bid is accepted by EdCIL at the end of the bidding process (the "Successful Bidder") may be awarded the contract by EdCIL to take up the Projects. The Successful Bidder shall be responsible for supply, installation and maintenance of low-powered cell phone jammers at examination centers over All India for smooth, trouble free and fair conduct of 'Computer based tests/ examinations' in accordance with the terms and conditions laid down in the bid document.

CHAPTER - 4

NOTICE INVITING TENDER

Reference No. P/30/2016-RSD

Dated: 24th January, 2017

EdCIL invites special limited bids (one packet system) from the authorised service providers duly approved by Cabinet Secretariat (Security), Government of India for Supply, installation, Commissioning and Operation of Low-Powered Cell Phone Jammers on Rental Basis during the conduct of 'Computer based tests/ examinations' on All India basis. The need is to prevent high tech copying/ mass cheating through CDMA/GSM/2G/3G/4G/WiFi/Bluetooth/ Electronic Devices/ Spy Cameras and associated accessories during the conduct of 'Computer based tests/ examinations'. The details of NIT are as mentioned below:

S.No	Item	Details
1.	Name of the issuing officer	General Manager (Recruitment Services) EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
2.	Place of Submission of Bid	EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
3.	Date of Pre-Bid Meeting	30 th January 2017 at 1500 hrs
4.	Last date and time for submission of Bid	13 th February 2017 upto 1500 hrs
5.	Date and time of opening of Bids	13 th February 2017 upto 1600 hrs
6.	Place of opening of Bid Document	EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)

CHAPTER- 5

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

The Bid will have one packet system for the scope of the work. The bidder shall submit technical Bid consisting of all Technical details along with commercial terms and conditions and Financial Bid indicating item wise price for the items mentioned in the bid in an envelope which shall also be duly signed and sealed and marked as “**Bid Document for Supply & installation of Jammers on Rental Basis in Examination Centres during the Conduct of Computer based tests/ examinations**” on All India basis.

2. The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Bid document.

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

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

5. All required documents along with financial bid and Earnest money should be submitted as per instructions provided.

6. As part of the bid, the bidder should provide the EMD as follows:

6.1 The Bidder must furnish Earnest Money Deposit for Rs.20,00,000/- (Rupees Twenty Lakhs only) in favour of **EdCIL India Ltd.** “Payable at Delhi/ Noida(U.P)” in the form of Demand Draft, failing which the bid will be summarily rejected.

6.2 The Earnest Money Deposit of unsuccessful bidders shall be refunded without interest after signing of the contract with successful bidder.

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

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

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

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

8. Assistance to Bidders

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

9. Cost of the bid

The bidder shall bear all costs associated with the preparation and submission of its bid, if so desired. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Content of the bid

The bid document includes:

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

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

11. Acceptance of offer

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

12. Documents comprising the bid

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Earnest Money Deposit
- iii) Certificate of Incorporation
- iv) PAN No. and Service Tax Registration Certificate
- v) Undertaking that the bidder is not blacklisted
- vi) Pre-integrity Pact
- vii) Approval letter from Cabinet Secretariat (Security), Gol for supply & installation of Jammers

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Financial Bid as per Annexure 5
- iii) The bidders should quote their most competitive prices/rates.
- iv) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there are no alterations / corrections in the charges submitted by them.
- v) In case of a discrepancy between the charges in figures and words, the charges in words will be considered as correct.

- vi) The charges quoted shall be firm throughout for the period during the currency of the contract and shall not be subject to any variation/revision.

13. Bid Prices

- 13.1 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.
- 13.2 The bidder shall prepare the bid based on the details provided in this bid document. The bidder shall carry out all the tasks in accordance, with the requirement of the bid document and it shall be the responsibility of the bidder to fully meet all the requirements of the bid document.
- 13.3 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.
- 13.4 The Financial bid should clearly indicate the amount to be charged as a service charge without any conditions, whatsoever and should mention explicitly all taxes, duties, levies, service tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the bidding process or during execution of the project; it will be borne by EdCIL.

14. Authorized Signatory

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

15. Period of Validity of Bid

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

16. Last date and receipt of Bid

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

17. Late Bid

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

18. Opening of Bids

EdCIL will open Bids as per schedule. The bidders may depute their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, Bid would be opened as per schedule. In the event of the specified date of Bid opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

19. Financial Evaluation

The bidder who is found 'L1' on the basis of total rate quoted in financial bid for the supply & installation of jammers on rental basis at examination centers during the conduct of 'Computer based tests/ examinations' would be awarded the contract.

20. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder (L1 bidder) when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21. The bidders are required to submit following documentary evidence at the time of Bid submission:

S.No	Item	Documentary evidence to be submitted
1.	The Bidder must be a company registered under the Indian Company Act 1956/ 2013/ LLP for the last three years as on 31.03.2016	Certificate of incorporation/ registration

2.	The bidder should neither have been Debarred and / or blacklisted by any Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only)	Non-judicial stamp paper of value Rs. 100/- as per Annexure-3.
3.	The agency should be certified and approved for supply & installation of jammers by Cabinet Secretariat (Security), Govt of India. (Any renewal of such certificate shall be the sole responsibility of the successful bidder without any recourse to EdCIL in any manner whatsoever)	Copy of Certificate

22. Clarification on bid

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

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

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

23. Pre-bid meeting

The bidder or his official representative is advised to attend a pre-bid meeting on **30th January, 2017 at 1500 hrs.** at the corporate office of :

EdCIL (India) Limited,
EdCIL House, Plot no. 18 A, Sector 16A,
NOIDA - 201 301 (U.P)

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

In respect of clarifications sought, the following shall apply:

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

If EdCIL deems it appropriate to revise any part of this Bid document or to issue additional data to clarify an interpretation of the provisions of this BID, it may issue supplements to this BID. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by e-mail to the prospective Bidders/organizations. Any such supplement shall be deemed to be incorporated by this reference into this BID.

CHAPTER - 6

SCOPE OF WORK

Objective

EdCIL proposes to invite financial bids from the authorised Service Provider(s) duly approved by Cabinet Secretariat (Security), Govt. of India, for Supply, Installation, Commissioning and operation of Low Powered Jammers on Rental Basis at Examination Centers during the conduct of 'Computer based tests/ examinations' to avoid any high tech cheating/ mass copying through CDMA/GSM/2G/3G/4G/WiFi/Bluetooth Devices, any other electronics devices or Spy Camera etc. The jammers may need to be deployed in different examination centers across India on rental basis.

The scope of work shall comprise of following activities:

1. Supply, installation, commissioning and operation of required number of Low-Powered Cell Phone Jammers to prevent any high tech copying/ mass cheating through CDMA/GSM/2G/3G/4G/WiFi/Bluetooth Devices, any other electronic devices or Spy Camera etc.
2. The jammers should be installed and functional at least two hours before the commencement of examination and to ensure uninterrupted proper functioning of jammers during the course of examination till completion at the respective examination center.
3. The agency should ensure the deployment of minimum required manpower to install and provide uninterrupted operation of jammers at examination centers on All India basis.
4. The jammer service should be uninterrupted during the conduct of examination and at any point of time should not get affected by any technical fault/ power failure, etc., and the service provider shall take due care of functioning of jammers with adequate power backup during the conduct of computer based examination and as per the time period that will be mentioned in the work order of respective assignments.
5. The services of the service provider may be required in any part of India, including North-Eastern States, Andaman & Nicobar Islands, and all Union Territories & sometimes in Nepal.
6. The Bidder shall ensure up-gradation of jammer service to include additional spectrum or technologies during contract at no extra cost, the bidder will have to ensure blockage of required bandwidth/signals without fail.
7. Jammer service should cover exam rooms, toilets and bathrooms within the center.
8. The bidder shall ensure that there is no shortage of jammers for jamming the unwanted signals in any examination centers during the examination center. Extra jammers (minimum 10% buffer jammers) in centers would be kept available in case of emergency.

9. Any other work relating to subject assignment

In addition to the above, the service provider shall note the following points:

- a) The service provider shall ensure the availability of sufficient number of jammers to block mobile phone/ blue tooth transmissions in the examination centre including CDMA/ GSM/ 2G/3G/ 4G/ spy camera/ Wi-Fi/ Bluetooth etc without any failure.
- b) The service provider shall ensure the jammers should be functional with or without electric supply during the conduct of examination.
- c) The service provider shall install standard Mobile Phone including Spy Camera jammers in the centre as approved according to the standards/ instructions of **Cabinet Secretariat (Security)**, Government of India.

CHAPTER - 7

Proposed Contract Terms

1) Income Tax/ Service Tax Registration Certificate

No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax / Service Tax Act prevalent in the State where his business is located shall bid. The VAT / Service Tax Registration Number should be quoted. The bidder should also submit the certified copy of Income Tax Return for the FY- 2013-14, 2014-15, 2015-16 of the Circle concerned without which the bid is liable to rejection.

2) Contract Documents

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

3) Contract Period

Initially, the Contract shall be valid for a minimum period of 1 (one) year from the date of issue of Letter of Award and based on the review of performance of the successful bidder regarding successful execution of the projects, upon satisfactory performance the contract is extendable for a further period of 1 year. However, the rates/ prices quoted by the successful bidder will be negotiated for possible downward revision after 6 months of issue of LoA based on the volume of work.

4) Language

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

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

5) Notices

a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

6) Applicable Law

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

7) Deliverables

The bidder whose bid is accepted shall arrange to start the services after receipt of LoA in a time bound manner as mentioned in the bid document.

8) Rates/ Prices

Rates/Prices cover all expenses related to execution of the project including local and long distance travel incidental etc.

9) Terms of Payment

- a) No advance payment shall be made under any circumstances to the successful bidder.
- b) Price quoted by the bidder shall be inclusive of all incidental cost of service provider including transportation, handling, installation and any other incidental cost.
- c) No extra costs shall be paid by EdCIL on any additional account to the successful bidder
- d) The payment shall be in Indian Rupees and shall be paid only as per following terms of payment.
 - i) The payment of 70% of the total rental charges shall be based on the certification for proper working of jammers by nominated official/ observer of EdCIL at the examination centre or joint certificate of technical partner of EdCIL & authorized centre owner & will be paid within 30 days of receipt of such certificate, along with Invoice complete in all respects.
 - ii) Balance 30% including taxes will be paid within 30 days of receipt of 'no adverse report' from the end client with respect to non-occurrence of malpractices or incident of malfunctioning or non-functioning of jammers.
- e) The successful bidder has to sign a detailed agreement within 7 days of receipt of LoA on non-judicial stamp paper which shall contain all

clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.

- f) Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between EdCIL and successful bidder.
- g) In case the bidder fails to execute the Agreement within 15 days from issue of LOA, EdCIL shall have liberty to rescind the bid after foregoing of EMD.
- h) All payments shall be subject to deduction of applicable TDS.
- i) The rate quoted should be firm.

10) Standard of performance

- a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this contract, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.
- b) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- c) The Bidder shall be liable to EdCIL for financial losses by way of some of system and process failure.
- d) EdCIL will provide all the past records w.r.to computer based examinations held by EdCIL in FY 2015-16 & 2016-17 till date to provide a glimpse of number of projects and candidates covered by EdCIL per annum.
- e) EdCIL will interface to provide all relevant information regarding tentative schedule of examinations, location of examination centres and other necessary details 10-15 days prior to the conduct of 'Computer based tests/ examinations'. However, as far as possible, EdCIL will provide tentative schedule for examinations in 30 days advance for deployment plan.
- f) EdCIL will facilitate through host institution & technical partner the deployment of jammers by providing access at examination centres for supply & installation of jammers.
- g) EdCIL will provide the necessary power back up at every examination centre to ensure the proper functioning of jammers in case of power failure. However, to ensure the proper functioning of jammers in case of power failure or any other technical glitch such as non-functionality due to power or any other breakdown, non-jamming of frequencies etc the successful bidder shall be obliged to provide onsite technical assistance at every examination centre on emergent basis.

- h) EdCIL may conduct random checks/tests to ensure the proper operation/ functioning of jammers at examination centres, failing which EdCIL may ask the successful bidder to submit ATR within 10 Days of issue of any complaint failing which EdCIL shall be entitled for necessary recovery/ deduction from final payment of successful bidder for the project.
- i) In case of inadequate performance EdCIL reserve the right to advise the bidder to rework on the relevant inadequacies for entire satisfaction of the company.

11) SLA

EdCIL expects very high availability; functionality & operation of jammers during the conduct of examinations. The expected support SLAs during the contract period is as mentioned in Annexure 8. The successful bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels failing which EdCIL shall be entitled for necessary recovery/ deduction from final payment of successful bidder for the project.

12) Copyright

The copyright in all documents and other materials containing data and information furnished to EdCIL by the Bidder herein shall remain vested in the Bidder.

13) Confidentiality

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

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

14) Performance Security

Within 7 days of the Bidder's receipt of LoA of award, the Bidder shall furnish performance security of 10% of the total order value as demanded by EdCIL, valid up to 90 days after the date of completion of

the contract, failing which EMD of the same will be forfeited & the contract will be cancelled. The Performance Security shall be in the form of Bank Guarantee issued from a Nationalised bank in favour of "EdCIL (India) Limited". This Performance Bank Guarantee shall be retained throughout the currency of the contract or extended by the bidder from time to time.

The Bidder may furnish Bank Guarantee of any Nationalized Bank valid for the period of contract as per format ANNEXURE-6.

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

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

15) Consortium

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

16) Penalty Clause / Liquidated Damages

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

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

17) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay liquidated damages to the EdCIL; and
- b) The aggregate liability of the service provider to the EdCIL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the service provider to indemnify the EdCIL with respect to patent infringement.

18) **Subcontracts**

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

19) **Delays in the Bidder's Performance**

Supply & installation of jammers as per time mentioned in the scope of work is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved timeline as notified from time to time by EdCIL to the bidder and will become the forming part of the Contract.

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

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

20) **Termination**

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

a) **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Bidder:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or

- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of EdCIL within fifteen days (15) after written notice of such default is provided to the Bidder. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by EdCIL as a result of such termination.
- ix. At any time, the Bidder makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EdCIL.
- x. If the Bidder obtains the contract with EdCIL with illegal measures;
- xi. Information submitted/furnished by the contract is found to be incorrect.
- xii. The above shall be without prejudice to EdCIL's other rights under the law.

b) CONSEQUENCES OF TERMINATION

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

- i. Performance Guarantee Bond/Security in any form submitted by the Bidder shall stand forfeited.
- ii. The Bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iii. All the dues payable to the Bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

- i. EdCIL, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Bidder if any due to such termination.
- iii. Either party may terminate the contract by giving a notice of 30 days.

21) Settlement of Disputes

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

22) Arbitration:

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

23) Reservation of Rights:

EdCIL reserves the right to:

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

24) Suspension

- a) EdCIL may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services)

provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

- **Force Majeure**

- Notwithstanding anything contained in the Bid document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure.
- Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or EdCIL as the case may be which they could not foresee and which may substantially affect the performance of the Proposal such as:
 - a. Acts of a Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees embargoes etc.
 - b. Any riot or civil commotion or act of terrorism
 - c. Any earthquake, floods, tempest, lightning, epidemic or other acts of God or public enemy.
 - d. Inability to secure material or transportation facilities due to the acts/omission of carriers/railways or other means of transport.
 - e. Any strike or lockout (only those including 10 continuous days in duration) affecting the work.
- If a Force Majeure situation arises, the Bidder shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this contract by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

- **Responsibilities of the Bidder**

The bidder shall be responsible for the Supply & installation of sufficient number of Low Powered Cell Phone Jammers for Computer based tests/ examinations along with deliverables to be provided as per the terms and specification and directions of EdCIL.

- **Interpretation**

In these Terms & Conditions:

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

• **Change Requests/ Management**

- a. EdCIL may at any time, by a written order given to the firm, can make changes within the general scope of the Contract w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - Approval or disapproval of the change request - EdCIL will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - Implementation of the change - The change will be implemented in accordance to the agreed cost, effort, and schedule.

- Verification of the change - The change will be verified by EdCIL on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of EdCIL. In the event that the consent of EdCIL is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by EdCIL and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.
- **Special Terms and Conditions**
 - Apart from the original quotation to be submitted in the manner detailed in Annexure 5, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the bid document will be summarily rejected.
 - The successful bidder has to sign an contract on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
 - The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
 - EdCIL reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of the EdCIL shall be final.
 - The Agency must have taken all clearances, certificates, licences and should comply with all statutory obligations required for undertaking/providing services with regard to the subjected bid assignments.
 - Since every time, the assignment will be time bound, the agency shall give proper attention for successful completion of project and the services shall be available for any assistance relating to the assignment.
 - The Agency will be informed the details about the quantum of work and its location in advance adequately. However, the list of examination centres will be shared only 10-15 days in advance.
 - To ensure the proper functioning of jammers in case of power failure or any other technical glitch, the successful bidder shall be obliged to provide onsite technical assistance at every examination centre in terms of man power including a technician

and electrician and it shall be liability of successful bidder to ensure the proper functioning of jammers for successful conduct of the examination.

- In case any centre informs that the jammers stopped working/ are ineffective due to one reason or other including power backup, besides necessary recovery/ deduction from final payment, EdCIL shall be free to take legal action against the successful bidder in the court of law of the consequent losses/ damages occurred to EdCIL in respect of concerned project.

- **Technical Specifications of Jammers**

The jammers provided by agency for installation at examination centres on rental basis during the conduct of examination shall comply with the following technical specification, failing which the bidder shall be found ineligible for the award of contract. The bidder shall submit an undertaking for the compliance of following technical specifications:

Specifications of Low-Powered Cell Phone Jammers:

- 1) The frequency range covered by low powered jammers shall be at least 800 MHz-2500MHz
- 2) To avoid any high tech copying using electronic gadgets or any other devices it shall cover the frequency bands of CDMA, GSM, 2G, 3G, 4G, Bluetooth & wi-fi.
- 3) The jammers must use a favorable technology to jam the above mentioned frequencies individually or together to avoid any malpractices.
- 4) The power output of the jammers shall be in between 5 Watts to 10 Watts.
- 5) The jammers should be operational at AC mains i.e 230 V, 50Hz
- 6) Separate Power Amplifier is being used for each individual band.
- 7) Each jammer should be able to cover at least 30 ft distance.

Bid Form

I. Addressed to

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

II. Bid No. _____

dated: 24th January, 2017

III. Other related details:-

1.	Name of Bidder	
2.	Name & Designation of Authorized Signatory	
3.	Registered/Head Office Address	
4.	Delhi Office	Address Phone Fax: Contact Person Phone Email id
5.	Year of Establishment	

6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				
11.	Indicate if organization has been blacklisted or not				
12.	Are there any clarification / information etc that the bidder may like to make				

- IV. We agree to abide by all the conditions mentioned in this Bid document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- V. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VI. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the bid. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VII. 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.
- VIII. Payments shall be made as per payments terms.
- IX. Bid duly filled and signed is enclosed with this bid 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

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

Sir,

Subject: Supply & installation of Jammers on Rental Basis in Examination Centres during the Conduct of Computer based tests/ examinations

This bears reference to _____ dated _____ 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 bid/ 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,

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

Sir,

In response to the Bid _____ **dated** _____ **2017** for Hiring of Agency for Supply & installation of Jammers on Rental Basis in Examination Centres during the Conduct of Computer based tests/ examinations, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid 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:

Letter of Proposal Submission of Financial Bid:

To: [Name and address of the employer]

Dear Sir,

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

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

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

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

Financial Bid

I/we hereby submit the consolidated financial bid for Supply, Installation, Commissioning and Operational of Jammers at Examination Centres on Rental Basis during the Conduct of Computer based tests/ examinations as per the Scope of work given in this Bid document within the time specified and in accordance with the terms and conditions. The consolidated Rate for hiring of jammers :

Candidates in millions	Day 1			Day 2			Day 3			Day 4			More than 4 days		
	Shifts			Shifts			Shifts			Shifts			Shifts		
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Up to 0.5															
05-1.0															
1.0-1.5															
1.5-2.0															
More than 2.0															

Note:

1. The taxes shall be paid extra as applicable.
2. The Bidder is advised to quote rate in absolute Indian Rupees.
3. The charges quoted shall be firm throughout the period during the currency of contract and shall not be subject to any variation/revision.
4. No condition will be entertained and conditional bid is liable to be rejected.
5. The bidder is advised to mention percentage (%) of discount for each additional day of deployment of jammers at exam centres, if any.

Note:-

- Duration of the examination may be 2-3 hrs. per shift and extend in 2-3 shifts in a day starting from 8:00 AM.
- The rates must be inclusive of all charges like Travelling, Boarding, Lodging Charges of Manpower etc., if any.
- 15-20 assignments approximately may be undertaken in a year. Last year we have conducted computer based examination for 1.5 million candidates.
- Amount should be indicated in figures & words also. In case of any discrepancy, the rates given in words will prevail.
- The examination is generally held on Saturdays and Sundays and sometimes on weekdays also.
- EdCIL (India) Limited will not be responsible for any loss/damages of any equipment installed at the examination centres and SERVICE PROVIDER will be fully responsible

for safety and security of its equipments/infrastructure during the deployment/functional.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

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

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

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the 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) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

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

Dated:

(indicate the name of bank)

Witness

1

2.

Signature of Banks Authorised official

(Name)-----

Designation with Code No. -----

Full Address-----

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

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

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

WHEREAS the EdCIL proposes to procure services for supply & installation of jammers on rental basis at examination centres during the conduct of computer based tests/ examinations for the Period 2016- 17 To 2025- 26, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the bid document No.dated.....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 bid 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 CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

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

- 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. _____ as Earnest Money with the EdCIL through Account Payee Bank Draft in

favour of EdCIL (India) Limited.

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

6.0 **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the CLIENT (EdCIL) shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.

- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of CLIENT/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

- 11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. _____ 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 bid with successful bidder.
- 11.2 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.

12. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited

BIDDER's CHIEF EXECUTIVE OFFICER

Name of the Officer
Designation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

Service Level Agreement**1. Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Company name and Client Name for providing the services related to supply, installation & operation of jammers on rental basis at examination centers during the conduct of 'Computer based tests/ examinations'.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all the services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that proper elements and commitments are in place to provide consistent service support and delivery to the Client(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Client(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Client.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Client(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): Company name. ("Provider")

Customer(s): Client ("Client")- EdCIL India Limited

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Company name

Review Period:

Previous Review Date:

Next Review Date:

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- o Deployment of adequate number of jammers in an examination centre to completely jam the signals at centres
- o Ensuring delivery of jammers at least 2 hours prior to commencement of exam at exam centers
- o Presence of on-site installation team during the conduct of exam
- o Certification by on-site installation team to deputed EdCIL officials/ observers/ centre owner for proper operation of jammers as required
- o Quick response time from successful bidder for complaints within 48 hours
- o 24/7 helpline
- o Monitored email support
- o Planned or Emergency Onsite assistance (no extra cost apply)
- o Monthly equipment health check
- o Onsite installation team for deployment of jammers

5.2. Client Requirements

Client responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval
- Providing relevant information of examination on time
- Reasonable access at examination centers

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- The Service provider / Selected Bidder shall supply all the jammers and related services included in the scope of work in accordance with the provisions of bidding document and / or contract.
- The Service provider/ Selected Bidder shall arrange to supply, install the ordered materials / services as per specifications within the specified delivery / completion period at locations mentioned in the individual work order.
- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 6:00 P.M. Monday – Sunday
 - o Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
- Email support: Monitored 9:00 A.M. to 6:00 P.M. Monday – Sunday
- Onsite assistance guaranteed within 48 hours during the business week, if the on-site installation team fails to rectify the fault.

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.

Within 5 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Recovery/ Deduction Charges for Non-Performance:

The time schedule has to be strictly adhered as the examination related work is highly time bound. In case of any failure at the examination centre on the part of the service provider or on part of equipments failure, the following recovery/ deduction charges shall be applicable:-

S. No.	Failure Type	Recovery/ Deduction Charges
1.	If the adequate number of jammers including buffer jammers are not provided at an examination center	*Exam Center Payment
2.	If jammers are not provided at all at an exam centre by service provider	10% of contract value
3.	In case of delay in delivery of jammers:	NA
	• Delivery on or before 3 hours prior to commencement of exam	
	• Delivery up to 2 hours prior to commencement of exam	25 % of exam centre payment
	• Delivery up to 1 hour prior to commencement of exam	75 % of exam centre payment
4.	If jammer stopped working due to technical failure/ power failure etc for below given time duration in a shift in any of the exam centre	
	• For less than half hour	25 % of exam centre payment
	• For half to one hour	50% of exam centre payment
	• For one hour to 1.5 hour	75 % of exam centre payment
	• For more than 1.5 hours	100% of exam centre payment
5.	If any case of hi-tech cheating is recorded in the exam centre/ examination	Forfeiting of PBG and cancellation of contract

***Exam centre payment= no. of registered candidates in centre x rates applicable as per contract**

Service reporting:

This section of the Agreement shall specify the reporting needed by the Private Partner to the Agency. Reporting is necessary to make sure that agreed service levels are maintained. These reports must align with the service measurements as described above and support these measurements. All recipients and responsible parties should be outlined with contact information.>

Service Reporting

Report Name	Report Description	Report Interval	Recipient
Service Level Agreement Monitoring Report	This report shows the number of breaches in the service	Monthly/quarterly/half yearly	

The following are responsible for the deployment and ongoing support of this agreement: (contact information may include E-mail address, phone number, support line, pager, etc.)

Contact Person	Title / Role	Contact Information
[Name]	[Title / Role]	[Contact Information]
[Name]	[Title / Role]	[Contact Information]
[Name]	[Title / Role]	[Contact Information]
[Name]	[Title / Role]	[Contact Information]