



EdCIL (India) Limited
(A Government of India Enterprise)
(A Mini Ratna Company)
(An ISO 9001-2008 & 14001-2004 Certified Company)
EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)

Request for Proposal

For

Consultancy Services for Early Digital Learning Program (EDLP)

(OPEN TENDER)

Tender Ref. No. EdCIL/C&P/EDLP/2016

Dated : 19th December 2016

DISCLAIMER

This Request for Proposal (“RFP”) is issued by the EdCIL (INDIA) Limited (EdCIL). Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither EdCIL (INDIA) Limited, nor any of its officers or employees, nor any of their advisers accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the Digital Learning Program, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the RFP. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither EdCIL (INDIA) Limited nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Digital Learning Program. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of EdCIL (INDIA) Limited, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

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NOTICE INVITING TENDER

No.EdCIL/C&P/EDLP/ 2016
2016

Dated : 19th December

Chief General Manager, Infra-Civil EdCIL (India) Ltd., C&P Deptt, Second Floor, EdCIL House 18A ,Sector 16 A, Noida , U.P. 201301, hereby invites RFP under two packet system through open tendering from bonafide / reputed IT consultancy Firms for the following work:-

1.	Tender Notice No	EdCIL/C&P/EDLP/2016 Dated 19 th December 2016
2.	Project Name	Consultancy services for Early Digital Learning Program (EDLP) at Overseas client location in African Continent.
3.	Tender Inviting Authority	Chief General Manager / Infra Civil
4.	Name of the issuing Authority	Chief General Manager (Infra-Civil) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)
5.	Tender document available at	Only at Website : www.edcil.co.in/tenders
6.	Contact Person For Pre-bid enquiry & Clarifications	Chief General Manager (Infra-Civil) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.) 0120-4310840 Direct, EPBAX : 2512001-006 Fax : 0120-2515372 Email : cgm.infracivil@edcil.co.in
7.	Date of issue of notification	19th Dec 2016
8.	List of Tender Documents	Only one RFP Document
9.	Date of Bid document to be available on the website www.edcilindia.co.in	19th Dec 2016

10.	Date, Time and place of Pre-Bid meeting(For online query please mention “Pre-Bid Query” in the subject line)	04th January 2017 at EdCIL House, 18A, Sector 16 A, Noida, U.P at 1100 Hrs
11.	Last date for submission of Pre-Bid Query	14 days from the online availability of Bid document.
12.	Last date and time for Bid submission	29th January 2017 (up to 1500 hrs.)
13.	Date and time of opening of Technical Bid	29th January 2017 at 1530 Hrs
14.	Date and time of opening of Financial Bid	Successful bidders in technical bid shall be informed separately
15	Place for opening of Bid Document	EDCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)
16	Bid fees	Rs.5000/-, non-refundable, to be paid with the bids, through demand drafts/Bankers Cheque favouring EdCIL India Limited and payable at Noida.
17	EMD	Rs.10,00,000/-(Rs Ten Lakhs) Refundable, to be submitted along with the bids as Demand Draft from any of the nationalized banks.
18	Nature of bid process	Two packet system – Technical and Financial proposals
19	Participation of Individual Firm	Joint Venture/Consortium/Sub contracting not allowed
20	Proposal Evaluation Process	Quality cum Cost Based System (QCBS) of evaluation 70:30 (70 points for technical proposals and 30 points for financial proposals)

1. Those bidders who do not have prescribed experience in the IT consultancy field particular with Education sector need not apply.

2. Accessing/Purchasing of Bid documents:-

2.1 The complete Bid document can be viewed / downloaded from the EdCIL Web site i.e. <https://www.edcil.co.in/tenders> at free of cost.

2.2 Tender documents will be available online on website <http://edcilindia.co.in/tenders> from 19.12.16 (17:00 Hrs) which can be downloaded free of cost till the last date & time of submission of tender. However, to participate in the bidding process, bidders are required to pay a non-refundable fee of Rs 5,000/- (Rupees Five Thousand only)towards the cost of one set of tender documents through Demand

Draft or Bankers Cheque in favour of “EdCIL India Ltd. “Payable at Delhi / Noida, U.P.

3. Bids submitted after the due date and time of bid submission will not be considered. Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country. The bidders are advised to submit their bids well before the bid due date. EdCIL shall not be responsible for any delay in submission of bids for any reason whatsoever.
4. Tender shall be submitted as per “Instructions to Bidders” forming a part of the tender document.
5. Any tender received without Earnest Money & Bid fee in the form as specified in tender documents shall not be considered and shall be summarily rejected.
6. EdCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all bids without assigning any reasons thereof. EdCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
7. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of EdCIL in this regard shall be final and binding.
8. EdCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and to open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall be treated as non responsive, and the next lower composite scorer shall automatically come to the position in place of disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no.8.0 of Notice Inviting Tender.
9. The validity of the offer shall be open for 90 days after the date of opening (Technical Bid) of the tenderer.
10. Participation by JV (Joint Venture) or Consortium will not be allowed.
11. **Schedule of the bidding process** : EdCIL would endeavour to adhere to the following schedule:

Event	Date – deadline
Release of RFP	19-12-2016
Last date to receive Prebid queries	03-01-2017
Date of Prebid meeting	04-01-2017
Last date and time for submission of bids	29-01-2017, 1500 pm
Technical Bid opening	29-01-2017, 1530 pm
Financial Bid opening	Will be informed to Technically Qualified

	Bidders through email.
Submission of Performance Security	LoI +15 days
Signing of Agreement	LoI+ 30 days

12. EdCIL (INDIA) Limited (hereinafter called "Principal/EdCIL") is executing the Early Digital Learning Program (EDLP) on behalf of a overseas Government client.

13. The RFP includes the following documents:

Chapter 1 - Introduction

Chapter 2 –Abbreviations and Definitions

Chapter 3- Tender data Sheet

Chapter 4- Background of the Project

Chapter 5 – Instructions to Bidders

Chapter 6- Project Details & Scope of work

Chapter 7- Proposed Contract Terms

Annexure 1 to 11.

14. You are invited to submit your proposal as per the RFP document.

For & On Behalf of
EdCIL India Ltd.,

sd/-
Chief General Manager
(Infra-Civil) +919810091719
CGM.INFRACIVIL@EDCIL.CO.IN

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CHAPTER – 1

INTRODUCTION

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

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

Vision

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

Service Spectrum

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

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

i) Online recruitment Testing and Assessment

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

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

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

ii) Educational Infrastructure Management

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

- Concept Design
- Detailed Drawings

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

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

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

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

iv) Digital Education System

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

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

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

v) Advisory and consulting:

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

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)

- Organization Restructuring (sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Training Designing
- Impact Assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design

vi) Placement and Secondment

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

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

The following services are specifically offered:

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

vii) TSG (Technical Support Group):

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

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

Chapter-2

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
TSC	Technical Support Consultant
SI	SYSTEM Integrator (SI) shall mean firm, or corporation or company which implements technical solution and Support services for EdCIL/ Overseas Client
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Proposal	" Proposal " means the Technical Proposal and the Financial Proposal of the Bidder.
RFP	" RFP " means the Request for Proposals for the Selection of Technology Service consultant for Implementation Support of Early Digital Learning Program (EDLP)
ORDER	ORDER shall mean the Work Order and its attachments and exhibits
Proposal	Proposal or Response or bid, means the Technical Proposal and the Financial Proposal
Assignment / job/project	Assignment / job/project means the work to be performed by the Bidder pursuant to the Contract.
OEM	OEM means the original equipment manufacturer, legal owner of the Software or hardware solutions.

Project or project services	Project or project services, means the supply and implementation of technical support services at EdCIL as elaborated in the RFP document
CoE	CoE or Centre of Excellence means the mechanism and structure to manage, develop, modify, customise and implement the Technical Support for Early digital learning Program (EDLP), post implementation of mandatory support period.
LOA / LOI	LOA (letter of Acceptance) or LOI (letter of Intent) means the formal communication sent by EdCIL to successful bidder, after the completion of evaluation and negotiation (if any).
Consultant	Consultant means the party which has signed the agreement/contract with EdCIL to execute the project.
LLP	LLP means the limited liability Partnership firm as defined in the Companies act
Company / Firm / LLP	Company or firm or LLP means the entity as defined in the Companies act
Statutory Auditor	Statutory Auditor is An Auditor appointed under the Applicable Laws
Nationalised Schedule Bank	Nationalised / Scheduled Bank is as specified in RBI Act, 1934

The Tender data sheet

Overview of the project	<ul style="list-style-type: none"> • Design and proposal for a Technical solution to meet the requirements of project executed by EdCIL. • Assist in Implementation of the proposed Technical solution to the project. • Support the technical services team at EdCIL , Noida & to the Overseas Govt. Client Location for a period of three years from the date of commissioning.
Key aspects of the project	<ul style="list-style-type: none"> • Study of AS-IS and preparation of TO-BE report. • Preparation of SRS and FRS. • Designing the requirement of Software, content, Hardware, Learning Mgmt System, Classroom Management System and network. • Preparation & assistance for RFP Floating & Vendor selection. • Project management and implementation of Technical Support for EDLP. • Training of users at the Overseas Project Location. • Commissioning of hardware/software for EDLP and related System Integration • Post implementation support - onsite and offsite minimum for a period of three years including Periodic updation of the content. • Setting up of Center of excellence at Overseas Unit • Providing technical staff for rolling out and skill augmentation at site - post implementation
Validity of the Proposal	90 days from the last date of submission of bids
Mode of Submission	<p>Technical proposal in one printed copy and two non rewriteable CD/DVDs.</p> <p>Financial proposals in print form</p> <p>Two separate Sealed covers for technical and financial bids enclosed by a third cover.</p>
Formats for Technical Proposal	As per Annexure
Formats for Financial proposal	As per Annexure (To be submitted in a separate sealed envelop)
Evaluation of Technical proposals	Evaluation of Prequalification and technical score as per marking scheme

Qualifying marks for Technical Bid in QCBS.	65 points out of possible 100
Location for the project	Overseas Govt. Client location in African Continent.

CHAPTER – 4

BACKGROUND OF THE PROJECT

The Company recognizes huge growth opportunities in the IT education sector. EdCIL India Ltd (EDCIL) intends to especially venture in the field of e-governance and ICT Implementation in the school education sector. *EdCIL India Limited is in process of signing of MOU for implementation of Early Digital Learning Program (EDLP) by the Overseas Client under Financial grant by Govt. of India.*

The EDLP program has following five major components:

- I. Creation of e-Content (Online and Offline Content)
 - Pedagogical content aligned with the Grade I and II pupils aged 6 and 7 years Level syllabi for Overseas Client Location in English and French.
 - E-Content to include Audio / video / flash content
- II. Designing of IT Platform and Implementation Support
 - Designing Learning Management System to deliver the e-Content
 - Uploading the content developed
 - Deployment of Cloud based Learning management system including classroom management software.
 - Supporting in designing overall architecture Smart school Management System including setting up of Hi-speed optical fibre
- III. Supply of Smart Tablet Computers
 - Supply of approx. 27000 Smart tablet computers with facility of auto downloading of selected pedagogical content within the tablets
 - Tablets to be equipped with selected digital pedagogical content relevant to Grade I and II pupils aged 6 and 7 years Level syllabi for Overseas Client Location in English and French
 - Tablets to be equipped with Classroom Management Software to enable the teacher-learner interaction.
 - Security aspects for internet access with parental control software
 - Access filters through the Government Online Centre.
- IV. Training of Primary Teachers and ICT Staff
 - Each school to identify one educator for training
 - Trained Educator to replicate training at school level
 - Training will cover the pedagogical contents
 - Training will cover use of Learning Management System and Creation of online content
- V. Continuous monitoring and evaluation by Setting up of a Project Monitoring Unit
 - Create online assessments
 - Automatic randomization of assessments and delivery of certificates to the learners via email after they complete courses and quizzes.
 - Modification in the online content based on assessment and feedback received from Teachers and Learners

In this tender, EDCIL invites IT consultancy firms to participate in the bidding process for the Consultancy Services for Early Digital Learning Program (EDLP) as mentioned above. The detailed scope of work and other details are provided in Chapter 6 of this tender document.

CHAPTER – 5

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

- 1.1. The Request for Proposal (RFP) will have two packet system for the scope of the work:
 - a) Technical Bid consisting of all Technical details along with commercial terms and conditions.
 - b) Financial Bid indicating item/stage wise price for the items/stages mentioned in the bid.
- 1.2 The technical and financial bid should be sealed by bidder in separate cover duly super scribed as Technical Bid and Financial Bid respectively and both these sealed packets are to be put in a third big packet which should also be sealed and duly super scribed as **Consultancy Services for Early Digital Learning Program (EDLP)**
- 1.3. Technical bid should not include any financial information. Technical bid containing financial information shall be declared as non responsive and bid shall be treated as disqualified.
- 1.4. The bid packet should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received “Late” or due to any other reason.
- 1.5. The RFP received late and declared late by the Bid Evaluation committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.6. Each copy of the bid should be complete in all respect including Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
- 1.8 Bidder should take into account all corrigendum(s) published in relating to the tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender document carefully to understand the document required to be submitted as part of the bid.
- 2.0 As part of the bid, the bidder should submit following fees with the technical bid:
 - a) bidder is required to pay the bid fee for Rs.5000/-(Five Thousand only)in favor of **EdCIL India Ltd.** “Payable at Delhi / Noida in the form of Demand Draft, failing which the bid will be rejected.
 - b) The bid must be accompanied with an Earnest Money Deposit (EMD) of Rs. 10,00,000 (Rupees Ten Lakhs only). The EMD should be in the form of Demand Draft in favour of EdCIL India Limited payable at Delhi / Noida valid for a period of 90 days from the date of opening of the technical bids, issued by any Nationalized Bank in favour of EdCIL (India) Limited payable at Delhi / New Delhi, failing which the bid will be rejected.

2. Assistance to Bidders

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

3. Cost of the tender

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

4. Contents of the tender

The tender document includes:

Chapter1 -- Introduction
Chapter 2 –Abbreviations and Definitions
Chapter 3- Tender data Sheet
Chapter 4- background of the Project
Chapter 5–Instructions to Bidders
Chapter 6- Project Details & Scope of work
Chapter 7- Proposed Contract Terms
Annexure 1 to 11.

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

5. Clarification on tender

Any prospective bidder requiring any clarification on tender document may submit queries by email to Tender Issuing officer at email-id cgm.infracivil@edcil.co.in in the following format so as to receive before the date of pre-bid conference :

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

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and is not obliged to send individual replies to the bidders. Bidders are advised to see the clarifications/amendments given by EdCIL on its website, during the bid process. EdCIL is eligible to modify/delete any part of the content and recall, if required. Bidders should communicate in advance about their representatives willing to attend the pre-Bid meeting.

6. Amendment in Tender Document.

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

6.2. The amendment will be notified on EdCIL website and will be binding for obligation of tender conditions.

6.3. EdCIL may at its discretion to extend the last date for receipt the bids and/or make other changes in the requirements set out in the tender document or to cancel the tender due to administrative reasons.

7. Language of RFP

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

8. 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) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted
- ix) Technical Proposal (contains all PQR and requirement of tender as mentioned in the RFP)

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Price Bid.

9. Bid Prices

9.1 The bidder shall quote the prices in INR / Indian Rupees and in word and figure as per the Proforma prescribed for services it propose to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected. In case of any discrepancy found in price quoted in words and price quoted in figure, the price quoted in words will be considered as final.

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

9.3 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.

9.4 The Financial bid should clearly indicate the price to be charged without any conditions whatsoever and should indicate all duties, levies, Taxes and other charges as applicable, separately in relation to the activities proposed to be carried out.. However, all taxes shall be payable as per the applicable rates. The scope of Providing Consultancy services for EDLP is meant for **Overseas Project**. Any exemption, if available, due to overseas contract under the rules during the execution of project shall be passed on to the EdCIL.

10. Authorized Signatory

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

11 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. EdCIL may solicit the bidder's consent for extension of the period of bid validity, if required.

12 Last date and receipt of Bid

The bid should be submitted not later than the time and date specified in schedule for Notice Inviting Tender. However, EdCIL may, at its discretion, extend the last date for the receipt of bids or cancel the tender without assigning any reason.

13 Late Bid

Any bid received after the specified date and time shall be rejected and treated as non-responsive.

14 Address for Correspondence

The bidder shall mention the official mailing address, email id and telephone number for future correspondence.

15 Preliminary examination

All bids will be examined to determine the responsiveness i.e. the documents are complete, properly signed, any error has been made or not, whether bid fee/EMD have been submitted, whether the bid is generally in order.

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

16 Earnest Money (EMD)

- 16.1 The bidder shall furnish along with bid an Earnest Money amounting to Rs. 10,00,000/- (Rs. Ten lakhs only) in the form of Demand Draft issued by nationalized bank (NOT EARLIER TO THE DATE OF NOTIFICATION) in favour of "EdCIL India Limited". .
- 16.2 Bids received without EMD shall be summarily rejected.
- 16.3 The earnest money of unsuccessful bidders shall be refunded without interest after award of work to successful bidder.
- 16.4 The EMD of successful bidder would be returned without interest within 15 days after submission of required Performance Guarantee

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

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

17 Pre-bid conference

The bidder or his authorized official representative is advised to attend a pre-bid **meeting on 04.01.2017 at 1500hrs.** at the office of :

Chief General Manager (Infra-Civil)
EDCIL India Ltd.
Plot No. 18A, Sector-16 A
Noida-201308 (U.P.) Email: cgm.infracivil@edcil.co.in
0120-4310840

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

The bidder is requested to submit any queries in writing by fax/e-mail followed by post copy in confirmation so as to reach EdCIL **not later than 03.01.2017**. Queries relevant to the bid Documents shall be addressed to the Chief General Manager (Infra-civil), EdCIL. Replies to the bidder's queries will be uploaded on EdCIL website.

Any modification/clarifications of the bid documents, which may become necessary as a result of the pre-bid meeting will also be issued by Addenda / Corrigendum and hosted on EdCIL website (www.edcilindia.co.in).

18 Overall bid Evaluation Process:

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

19 Phase I : Evaluation of Technical Bid:

19.1 Bidder shall submit documentary evidence in support of Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The financial bid of only those bidders will be opened who declared qualified in the Technical bid.

19.2 Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of implementation of Technical/Consultancy Services for minimum of 10 years in India as on 31 st March 2016. Consortium of companies/ service providers is not allowed.	<ul style="list-style-type: none"> Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP
2	The Bidder should have positive net worth, with minimum Average Annual consultancy turnover of at least Rs.75 Crores in last 3 years. AS ON 31 st March 2016. Out of which at least Rs. 10 Crore Turnover should be from IT Consultancy for Education/e-Governance.	A certificate of Turnover from Chartered Accountant for the last three financial years (i.e. 2015-16,2014-15 & 2013-14
3	The bidder should have completed at least one similar project i.e. having at least three out of four components 1) Design of Hardware, Software and Network requirements 2) Preparation of RFP for selection of System Integrator, and Bid process management, 3) Project Management and 4) Monitoring of IT procurement & commissioning of at least 20,000 or more Tablets/Laptops in India or Abroad/overseas in any in last three years i.e. starting from F.Y (2013-14). Note:- The bidder should have executed at least three components for any of the Central/State Govt. Organization /UT governments / PSU / Autonomous Body (AB) / Educational Institutions in India and Overseas. Similar Project means: Any Tablet/Laptop supply related IT consultancy in Education sector in India.	Copy of work order and completion certificate/letter clearly illustrating the Scope of work and quantity of laptop/tablet procured(issued by client) (Projects in sub-contracting/consortium will not be considered)
4	The bidder should have successfully completed at least 01 (One) similar Consultancy project not less than value of Rs 40 Lakhs in Central/State Govt. Organization / UT governments / PSU / AB / Educational Institutions (EI) in India and Overseas during last 3 Financial Years. (FY 13-14 onwards).	Copy of work order and completion certificate/letter clearly illustrating the SoW and quantity of laptop/tablet procured(issued by client) (Projects in sub-contracting / consortium / joint venture will not be considered)
5	The bidder should never have been Debarred and / or blacklisted by any Central / State Govt. Department/Public Sector Undertaking / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these entities or Court of Law with reference to debarment/blacklisting in last 5 five years.	Declaration as per Proforma The bidder shall furnish an undertaking duly signed by Authorized representative.
6	The bidder should have undertaken similar projects regarding information security and quality assurance in Govt./PSU/AB/EI and should be empanelled under CERT-IN.	Empanelment certificate issued by Cert-In in last Two years and post certification work experience for at least two similar projects work orders copy to be provided..

19.3 Technical bids will only be reviewed for those bidders who comply with the necessary eligibility criteria / conditions as detailed above in this tender.

19.4 Further, technical bids shall be evaluated under QCBS as per the following matrix:

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
1	<p>Bidder's experience in IT Consultancy for implementation similar projects in Govt. Depts. / PSUs/ Educational Institutions in India and abroad during last 3 Financial Years. (FY 13-14 onwards and till 31st March 2016). The minimum Project Value to be considered is of 40 Lakhs for the evaluation.</p> <p>>=5 Projects:(15 marks) 3 to 5 Projects:(10 marks) 1 to 2 Projects:(5marks)</p>	15	Copy of work order/ Contract Copy
2	<p>Bidders experience in successfully undertaking similar projects (ref. ELIGIBILITY clause 19.2 PART 3)</p> <p>The marks shall be awarded on the basis of maximum number of Tablets/Laptop handled in a single project.</p> <p>Illustrative Example for marks allocation: .If consultancy for the maximum number of Tablets/Laptop by a bidder across all the bidders is 100000 or more Laptops/Tablets, the said bidder will be allotted 20 marks. Another bidder and the bidder having 30,000 nos. will be calculated (30,000 / 1,00,000)x20 Marks= 6 Marks</p>	20	<p>Copy of work order issued by client clearly illustrating Scope of work and quantity procured.</p> <p>Note: Projects under sub-contracting / consortium will not be considered</p>
3	<p>Marks for the number of projects (with at least three components in a single contract) as mentioned in eligibility clause 19.2 parts 4) successfully completed</p> <p>Example :</p> <p>For 4 projects and above – 15 Marks 2 Projects to 4 projects-10 Marks 1 Projects - 5 Marks</p>	15	<p>Copy of work order/Contract Copy/Certificate from Client</p> <p>(Projects in sub-contracting/consortium will not be considered)</p>
4	<p>Average Annual IT Consulting Turnover of the Bidder during the last three (3) financial years (FY 13-14, 14-15 & 15-16)</p> <p>More than Rs.100 Crores :(15 Marks) More than Rs.75 Crores but less than Rs 100 Crores : (10 Marks) More than Rs.40 Crores But less than 75 Crores (5 Marks) More Than Rs 10 Crores But less than Rs 40 Crores (2 marks)</p>	15	A certificate of Turnover from Chartered Accountant for the last three financial years (i.e. 2015-16, 2014-15, 2013-14)
5	<p>Profiles of Proposed Resources for the Assignment (20 marks with Minimum marks 12)</p> <p>Bidder should have the following minimum in-house resources to prove the competency in successful completion of the project :</p> <ul style="list-style-type: none"> • SME in primary education curriculum development and e-Material Development (5 Marks) • Two numbers of IT Specialists for Enterprise architecture and IT Assessment - 5 Marks • Two numbers of IT Design and Implementation Expert- 5 Marks • Two numbers of Education Project Implementation experts - 5 Marks <p>The qualifications & Experience of the above experts shall</p>	20	Letter from the authorized signatory or HR Head clearly stating that the proposed Senior consultant resource is on the rolls of the organization; Submit CVs of the resources as per Format;

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
	be in terms of clause 19.5 of this chapter no 3.		
6	Approach and Methodology: A work-flow diagram and a write-up to be submitted specifically addressing the points specified in Note 1 below	5	As part of the overall Proposal
7	Technical Presentation Technical presentation to be made by the bidder. Specifically addressing the points mentioned/described in Note 2 below	10	Date to be advised separately.
	Total	100	

Note :

1. Approach and methodology write-up (brief and customized write-up)
 - a. Detailed plan of action along with deployment schedule
 - b. Understanding of the project
 - c. Key challenges and Mitigation Strategies
 - d. MIS, SLA Monitoring and Project Monitoring and Evaluation Tool Proposed
 - e. Identify the relevant past experiences of the TSC and explain their relevance for this assignment; especially e-Governance and education/skilling sector related experiences
 - f. Resource strength and specifically resources available.
2. Technical presentation
 - a. Profile of the Project Director to be nominated in case of award of work.
 - b. Understanding of the assignment and the challenges
 - c. Approach and Methodology for implementing the scope of work specified in this RFP.
3. The bidders must score a minimum of 65 Marks, failing which they will not be considered for opening of their financial bids.

19.5 Minimum Qualifications and Working Experience of Key Resources :

Sr.No	Area of Expertise	Minimum Academic Qualifications	Minimum Working Experience
1	IT Specialist for Enterprise architecture and IT Assessment	Degree in Engineering Masters degree would be an advantage	15years in positions of responsibility in defining enterprise architecture for various eGovernance projects and implementations. At least 3 years of experience in developing countries.
2	SME in curriculum development and eMaterial Development	Degree in Engineering Masters degree would be an advantage	5 years in student centered learning and development of teaching techniques and preparation of syllabuses suitable for teaching of language using ICT.

Sr.No	Area of Expertise	Minimum Academic Qualifications	Minimum Working Experience
3	Education Project Implementation expert	Degree in Engineering Masters degree would be an advantage	10 years' experience in positions of responsibility in developing / adapting and evaluating IT systems in Education sector, Procurement and Project Management. At least 5 years of extensive experience in large projects involving project management and IT implementation. At least 2 years of experience in ICT projects in other countries
4	IT Design and Implementation Expert	Degree in either Engineering Masters degree would be an advantage	10 years in positions of responsibility in developing / adapting and evaluating IT systems. At least 5 years of extensive experience in developing and delivering IT in Government. At least 3 years of experience in IT implementation in other countries

19.6 Short listed bidders who secure minimum 65 marks shall be declared qualified in technical evaluation stage, shall be notified for opening of their financial bids. Suitable date and time of financial bid opening shall be intimated by email and through Edcil's website.

20 Phase II - Evaluation of financial bids:

- a. Financial bids will be opened only for those bidders who secure a minimum of 65 out of 100 in the Technical Evaluation.
- b. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- c. If there is any discrepancy between the financial quotes in words and figures in any part of the financial bid, the amount indicated in words will prevail.

Final Proposal shall be given scoring as below

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

$$Fs = 100 * FI / F$$

Where:

Fs = The financial score of the Financial Proposal being evaluated

FI = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

21 Combined QCBS Evaluation

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

$$\text{Composite Score} = Ts \times 0.70 + Fs \times 0.30$$

Bidder with the highest Composite Score shall be declared as selected Bidder.

CHAPTER-6

PROJECT DETAILS AND SCOPE OF WORK

The project detail in brief is as under:

The EDLP program has following five major components:

- I. Creation of e-Content (Online and Offline Content)
 - Pedagogical content aligned with the Grade I and II pupils aged 6 and 7 years Level syllabi for Overseas Client Location in English and French.
 - E-Content to include Audio / video / flash content
- II. Designing of IT Platform and Implementation Support
 - Designing Learning Management System to deliver the e-Content
 - Uploading the content developed
 - Deployment of Cloud based Learning management system including classroom management software.
 - Supporting in designing overall architecture Smart school Management System including setting up of Hi-speed optical fibre
- III. Supply of Smart Tablet Computers
 - Supply of approx. 27000 Smart tablet computers with facility of auto downloading of selected pedagogical content within the tablets
 - Tablets to be equipped with selected digital pedagogical content relevant to Grade I and II pupils aged 6 and 7 years Level syllabi for Overseas Client Location in English and French
 - Tablets to be equipped with Classroom Management Software to enable the teacher-learner interaction.
 - Security aspects for internet access with parental control software
 - Access filters through the Government Online Centre.
- IV. Training of Primary Teachers and ICT Staff
 - Each school to identify one educator for training
 - Trained Educator to replicate training at school level
 - Training will cover the pedagogical contents
 - Training will cover use of Learning Management System and Creation of online content
- V. Continuous monitoring and evaluation by Setting up of a Project Monitoring Unit
 - Create online assessments
 - Automatic randomization of assessments and delivery of certificates to the learners via email after they complete courses and quizzes.
 - Modification in the online content based on assessment and feedback received from Teachers and Learners

The Project would consist of two phases i.e. Design Phase and Implementation Phase.

1. TASKS TO BE PERFORMED IN DESIGN PHASE

In the Design Phase, the TSC would be responsible for preparing a Detailed Project Report (DPR) and Request for Proposal for implementation agency. The role of the TSC would be to study the industry good practices in each area of operation and bring in experts with relevant

specialist knowledge to provide necessary inputs. The list of tasks which would be required to be performed is given in following paragraphs. The scope of work and the work requirements are not exhaustive and would include additional task requirements that may come up during the duration of the Project.

1.1. Preparation of Project Plan

- 1.1.1. The TSC shall develop a Project Plan, in collaboration with EdCIL (INDIA) Limited within Fifteen days of the commencement of services that shall describe how all the elements of project management will work together to ensure that scope and schedule are being managed holistically.
- 1.1.2. The Project Plan developed by the TSC shall specify the schedule of various tasks, deliverables and deployment of resources. This plan shall be submitted to the EdCIL (INDIA) Limited for review and approval.
- 1.1.3. The TSC's plan shall address, at the minimum, the following:
 - 1.1.3.1. Description of the TSC's organization with their tentative visit schedule to Overseas Client Location, proposed staffing, roles and responsibilities.
 - 1.1.3.2. Project Organization and Communication structure.
 - 1.1.3.3. Processes and IT tool sets to be used for quality assurance, risk management, problem resolution, and other areas the TSC deems relevant and important to the successful management of the Project.
 - 1.1.3.4. Project plans and schedules giving details of schedule of various tasks and subtasks, task durations, floats, dependencies, deliverables, milestones, resource deployment, meetings, reviews and information required from the.
 - 1.1.3.5. Identify benchmarks for managing quality of tasks performed and acceptance criteria for the major milestones. The approved acceptance criteria will be used to determine satisfaction of milestone reviews.
 - 1.1.3.6. Security and Confidentiality practices in accordance with industry best practices to ensure the security and confidentiality of information, documents, records, software, data, reports, deliverables etc. handled during the entire project and subsequently. It should address the succession planning with requisite checks, handover and destruction of sensitive information in case of employee changes.
- 1.1.4. The Project Plan will be updated every month by monthly progress reports.
- 1.1.5. The monthly progress reports will also contain test results of deliverables, quality assurance reviews and security assurance reviews with status of corrective actions and recommendations.

1.2. Current State Assessment for IT related school infrastructure, content, curriculum and IT architecture in Overseas Client Location

1.2.1. The TSC should carry out a comprehensive assessment of existing technology, school infrastructure, Learning Management System, Curriculum, IT usage and IT architecture in Overseas Client Location.

1.2.2. The TSC is expected to have around 30 such meetings in Online Client Location and its Ministry, online content providers and stakeholders, which would be facilitated and arranged by EdCIL(INDIA) Limited. It is expected that TSC shall deploy a dedicated team in Overseas Client Location for at least 6 Months during design phase and entire implementation phase till the IT solution is rolled out. The team shall comprise of following members:

- SME in curriculum development for Primary Schools - Grade I and II pupils aged 6 and 7 years (1-2 Resource Combination of onsite and Offsite based on project requirements till design phase)
- IT Specialist for Enterprise architecture and IT Assessment of Schools (1-2 Resources to be stationed in Overseas Client Location till Design Phase)
- IT Design and Implementation Expert (1-2 resources to be stationed in Overseas Client Location till Roll out)
- Education Project Implementation expert (1-2 Resources during Implementation phase at Overseas Client Location)

1.2.3. The TSC's activities shall address, at the minimum, the following:

1.2.3.1. Assessment of IT infrastructure in schools considering overall project objectives

1.2.3.2. Assessment of the existing curriculum in schools

1.2.3.3. Assessment of the existing capacity i.e. Teacher, SME, IT staff at all levels in Overseas Client Location schools.

1.2.3.4. Definition of processes to ensure consistency and quality of output including using standardized tools for discussions, reporting and monitoring, etc.

1.2.3.5. Definition of standard operating practices (SOP) for acquiring, approving, eContent in collaboration with Overseas Client's Institute of Education

1.2.3.6. Identification of Stakeholder Expectations

1.2.3.6.1. The TSC on site team shall have interaction with stakeholders and prepare a report on their expectations which would be targeted at understanding their broad needs, setting the expectations right and seeking support during implementation

1.2.3.6.2. During this stage, the TSC would study the Overseas Client Institute of Education's strategic plan for 2020 and recommendations made in various reports which will be shared with the TSC.

1.2.3.6.3. The TSC is expected to modify the broad scope of solution on the basis of identified expectations.

1.3. Identification of Functional Requirements & Enterprise Architecture

1.3.1. The TSC shall prepare all the functional requirement specifications such that implementation agency do not again require additional inputs (to the extent possible) from Overseas Client's Institute of Education.

1.3.2. The functional requirements should describe the behaviors (functions or services) of the system that support user goals, tasks or activities. The requirement specifications shall be prepared as per industry best practices.

1.3.3. The functional requirements would consider the following:

1.3.3.1. Stakeholders' expectations and Strategic Plan 2020

1.3.3.2. Smart School Management Solution

1.3.3.3. Learning Management System, Class Room Management system & eContent Authoring tools

1.3.3.4. Smart Tablets, accessories, charging dock and Mobile Device management

1.3.3.5. Training and change management needs

1.3.3.6. Performance management (KGI, KPI, escalation, SLAs etc.)

1.3.3.7. Review and performance tuning to enable continuous learning cycle

1.4. Identification of Information Security Related Requirements

1.4.1. The TSC should design a security framework that has the means and ability to detect, record, analyze significance, report and act upon security incidents when they do occur, while minimizing the probability of occurrence by applying intrusion testing and active monitoring.

1.5. Evaluation of Technology and Products

1.5.1. The TSC shall evaluate technologies and products to analyze alternative opportunities measured against user requirements. The evaluation should be based on soundness of design, robustness of functionality, operability, integration, performance, scalability, acceptability, support, information security and sustainability.

1.6. Development of Technical Requirements and Solution Design

1.6.1. The TSC should prepare Technical Requirements and Solution Design to ensure that all the objectives of the projects are fulfilled. This shall also include Business Continuity Plan and Disaster Recovery Plan to handle disasters and other risks.

- 1.6.2. The TSC should give recommendations related to appropriate hardware technology / integration with legacy systems, appropriate hardware enhancements or resizing, if required, for the purpose of solution hosting, consistent system administration and ease of integration across different technology platforms.

1.7. Organization Structure Review

- 1.7.1. The TSC would review current organizational structure, and provide a clear description of human resources requirement and suggest modifications to the organizational structure, if required. It is important that the TSC designs the processes keeping in view the current sanctioned strength as modification in organization structure would not be possible in the short term and long term.
- 1.7.2. The TSC shall also design an organization structure, roles and responsibilities for overall project management at Overseas Client's Institute of Education.

1.8. Preparation of Detailed Project Report

- 1.8.1. The TSC should prepare Detailed Project Report (DPR) consisting of following information:

- 1.8.1.1. Current State Assessment
- 1.8.1.2. Stakeholder expectations
- 1.8.1.3. Broad functional requirements
- 1.8.1.4. Technology evaluation results
- 1.8.1.5. Broad technical requirements and solution design
- 1.8.1.6. Implementation approach and system rollout plan based on proposed schedule implementation time frames.
- 1.8.1.7. Training plan for all the stakeholders including training approach, methodology, and schedule for technology know-how transfer to the users of this system.
- 1.8.1.8. Flexible and adaptable change management plan to transition users at all levels of the hierarchy to the new working environment.

- 1.8.2. The DPR should also cover following suggestions:

- 1.8.2.1. Suggestions for organization structure
- 1.8.2.2. Suggestions for modifications in the scope, form and manner of capturing third party information for effective analysis.
- 1.8.2.3. Suggestions for modifications in the Processes for eContent Generation and approval
- 1.8.2.4. Suggestions for amendments in the Curriculum framework (if any)

- 1.8.2.5. Suggestions for securing access to data bases of financial and other institutions and establishments
- 1.8.2.6. Suggestions for integration with open source online e-content
- 1.8.2.7. Suggestions for building partnership across government agencies to gather and share information

1.9. Preparation of Request for Proposal (RFP) for SI.

- 1.9.1. The TSC shall be responsible for preparing Request for proposal (RFP) for selection of implementation agency. This should be done as per the guidelines of Government of India.
- 1.9.2. The TSC shall suggest appropriate bidding and evaluation methodology (transaction based, lump sum or hybrid) to implement the complete solution.
- 1.9.3. The RFP should contain at the minimum scope of work, acceptance criteria, instructions to the vendor, content of the bid, evaluation matrix, deliverables, timeline, payment schedule SLAs and conditions of contract.
- 1.9.4. The TSC shall be responsible for effort estimate and also give a budget estimate for implementation. The above work areas may be combined or segregated into appropriate modules depending on the agreed implementation roadmap.

1.10. Assistance in Bid Process Management

- 1.10.1. The TSC would be responsible for assisting EdCIL (INDIA) Limited in selection of vendor(s) to implement the Project based on the requirements specified in the RFP and Detailed Project Report. This should be done as per the GoI Guidelines and Model RFP template.
- 1.10.2. The TSC is expected to provide assistance in preparing clarification to vendor queries, evaluation of technical bids, preparation of technical comparative statement, evaluation of commercial bids, preparation of commercial comparative statement, service level agreements and finalization of terms and conditions of contract.

2. TASKS TO BE PERFORMED IN IMPLEMENTATION PHASE

This phase would commence with the signing of contract with the selected Implementation Agency (IA). It is clarified that the TSC who is selected for preparing the Consultancy Report is barred from participating in the bidding process for its implementation. In this phase, the role of the TSC shall be to manage the project and ensure its successful implementation after the implementation vendor(s) are appointed. The TSC should ensure that information system, people and infrastructure designed and implemented by the Vendor are aligned as per the RFP and Detailed Project Report. In addition to the obligations as per this proposal, the TSC will be required to act as honest and faithful advisors to EdCIL (INDIA) Limited and shall support and safeguard the legitimate interests of EdCIL (INDIA) Limited in any dealings with third parties

or other vendors in connection with the Project. In phase II, the role of the TSC shall be to manage the project and ensure its successful implementation.

2.1. Project Management

2.1.1. The TSC shall set up a Project management office at Overseas Client Location or as specified by EdCIL (INDIA) Limited and perform all functions necessary to support project-level responsibilities, which would include, at the minimum, the following:

- 2.1.1.1. Use best practices for project management, quality assurance, configuration management, risk management, problem resolution, subcontractor management, and other areas the TSC deems relevant and important to the successful management of the implementation. It is expected that TSC shall deploy an IT based Project Monitoring and Evaluation Tool to monitor the progress of the overall program including rate of adoption by schools, adoption among students etc including relevant MIS and SLA monitoring to provide a comparative performance of different schools in embracing the nationwide program – this is expected to help in judging program success over the course of complete roll-out as more and more schools go-live with the program and get absorbed within the purview of the monitoring. In case the same tool is required to be implemented in Overseas Client's Schools/Client's Educational Institute the TSC may be required to customize the tool as per Overseas Client's Schools / Client's Educational Institute requirements.
- 2.1.1.2. Conduct preliminary assessment of all project risks (associated with the technical aspects of the work to achieve required outcomes) or process risks (associated with the project processes, procedures, tools, controls and techniques employed) and risk mitigation strategies.
- 2.1.1.3. Coordinate with the IA to ensure the completeness and correctness of requirement specifications.
- 2.1.1.4. Update the project plan and timeline.
- 2.1.1.5. Identify performance measures that will be used to determine the overall performance of the vendors.
- 2.1.1.6. Coordinate with the vendors to ensure the completeness and correctness of requirement specifications.
- 2.1.1.7. Issue Resolution and Conflict Management
- 2.1.1.8. Proactively inform the implementation agency and suggest appropriate corrective measures and ensure that these are implemented.
- 2.1.1.9. Escalate project issues to the implementation agency and/or the Department to monitor resolution thereof in a timely and conducive manner.

- 2.1.1.10. Facilitate change management processes including validation to changes that may be implemented.
- 2.1.1.11. Monitor implementation agency's engagement/ agreement/ contract with other third parties as may be reasonably required to meet with Performance obligations and SLA requirements.
- 2.1.1.12. Facilitate transfer of IT and software assets to the Overseas Client Institute of Education and the concerned Ministry, the schools or as may be specified in the agreement with the implementation agency.
- 2.1.1.13. Ensure that periodic assessments are done to ensure compliance to standards and guidelines, security requirements, capacity management and such other planned tasks.
- 2.1.1.14. Assist the Overseas Client's Institute of Education to manage exceptional and contingency situations.
- 2.1.1.15. Conduct information and technology risk assessment.
- 2.1.2. The TSC shall submit weekly, fortnightly and monthly project status reports as per agreed template.
- 2.1.3. The TSC shall submit Six-monthly Progress Reports as per agreed template.

2.2. Preparation of High Level Design

- 2.2.1. The TSC shall work with the selected implementation agency to prepare a High-level design model, which identifies the major segments or modules of the systems and application architecture including the following:
 - 2.2.1.1. Objectives and scope of the system
 - 2.2.1.2. Logical view of the solution to meet the user requirements consisting of the functional architecture of the application and the database design.
 - 2.2.1.3. Details of data layer, application layer and the interface layer.
 - 2.2.1.4. System components and functionality of each as determined from the analysis of business and technology problems, the various external and internal impacts, and the requirements definition.
 - 2.2.1.5. User Role wise mapping to the various business functions with details regarding their access rights (insert / update / delete / view etc.)
 - 2.2.1.6. Standards for coding, documentation, user interfaces, etc.
 - 2.2.1.7. Acceptance Criteria explicitly promoting clear understanding with the end user about what the end user considers acceptable.

2.3. Provide Implementation Support

- 2.3.1. **Pilot implementation-** The TSC shall work closely with Implementation agency to work on the implementation of the complete IT solution including the supply of Tablets, Learning Management System, Class Room Management system & eContent on pilot basis in 5 schools. During the Pilot phase would also perform

complete quality assurance activities including review of all deliverables of the IA, solution testing (functional, system, integration, data migration, security and performance as per final requirement), code review, UAT etc. Based on the success of pilot phase the complete IT solution shall be rolled out in all the schools across the country.

2.3.2. Roll Out phase-The TSC would perform all functions to assist EdCIL (INDIA) Limited and implementation agency during the roll out phase. The assistance would include the following:

- 2.3.2.1. Review of design documents prepared by implementation agency.
- 2.3.2.2. Review of administrator and user training manuals prepared by implementation agency.
- 2.3.2.3. Tuning risk assessment model and conducting trend analysis.
- 2.3.2.4. Conducting change management workshops for all the remaining schools in Overseas Client Location.

2.3.3. The TSC should conduct change management workshops to implement the transitioning to the new environment and help schools/ Overseas Client's Institute and its concerned Ministry's employees transition through the change process.

2.3.4. The TSC is expected to conduct at least 100 change management workshops during the contract period for employees of EdCIL (INDIA) Limited and other stakeholders.

2.3.5. The TSC shall also be responsible for complete knowledge transfer to Overseas Client's Institute and its concerned Ministry's through a systematic knowledge transfer plan.

2.4. User Acceptance Testing (UAT) Management

2.4.1. The TSC would assist Overseas Client's Institute and its concerned Ministry's in acceptance of solution in each phase and prepare phase wise acceptance reports.

2.4.2. The acceptance testing would be carried out in order to ensure that the application put in place by the implementation agency meets requirements, standards, specifications and performance as spelt out in the RFP and fulfill the functional requirements of the department. The implementation agency would be responsible for preparing detailed test cases for UAT and Functional Compliance Test.

2.4.3. The TSC shall verify test cases and ensure that they cover all aspects of the application requirement. In case it identifies any shortcomings, it should immediately be brought to the notice of the implementation agency and the department.

2.4.4. The TSC shall prepare the acceptance test plan. The TSC shall use test cases to test and report functional, technical and operational compliance of the application.

It shall execute the test cases to test and report whether the IT infrastructure and system software procured and set-up meets the standards and performance metrics as set out in the RFP for the implementation agency.

- 2.4.5. The TSC shall coordinate with the implementation agency to ensure that test data is available and representative of live data in kind and quantity, and the test environment reflects as close as possible the live environment.
- 2.4.6. The TSC shall supervise testing and acceptance of all components of information system in accordance with the testing and product acceptance plan.
- 2.4.7. The TSC should report whether the IT infrastructure and system software complies with applicable standards, best practices, requirements and specification of the RFP for SI to meet the project and service objectives.
- 2.4.8. The TSC shall review the business continuity/ disaster recovery plans of the SI under typical user loads of volume and mix.
- 2.4.9. As part of this acceptance process, the TSC shall also monitor the SLA of implementation agency using its own SLA monitoring tools. The TSC shall recommend payments to be made to the implementation agency basis their performance.

2.5. SLA Compliance Audit

- 2.5.1. The TSC shall conduct SLA compliance audit covering performance of the implementation agency with parameters as defined in the respective SLAs. The TSC would proactively convey to the EdCIL (India) Limited any concerns based on the information generated using the reports.
- 2.5.2. This task would be done on a monthly basis.
- 2.5.3. The TSC shall also perform computation for each bill, as per the payment and SLA conditions mentioned in the agreement with the implementation agency.

2.6. Security Audit

- 2.6.1. The TSC shall conduct security audit of IT system implemented by the implementation agency as per standard industry norms and submit recommendations indicating the risk elements in the system.
- 2.6.2. The security audit should include activities of penetration testing, vulnerability assessment and application security assessment of critical systems.
- 2.6.3. Application Penetration Testing needs to be done remotely from public domain (Internet) and also from internal network to find out exploitable vulnerabilities.
- 2.6.4. Infrastructure Vulnerability assessment needs to be done to find out weaknesses, vulnerabilities and miss-configuration in the target hosts (Servers, Routers, Firewalls, and Switches etc.). The assessment needs to be conducted using tools, scripts, system commands and proven methods.

- 2.6.5. Application Security Assessment should involve software testing techniques to unearth application security vulnerabilities, weaknesses and concerns related to data /input validation, authentication, authorization /access control, session management, error handling, use of cryptography. Typical issues which may be discovered in an application security audit include cross-site scripting, broken ACLs/weak passwords, weak session management, buffer overflows, forceful browsing, form/hidden field manipulation, command injection, SQL injection, cookie poisoning, insecure use of cryptography, mis-configurations, well-known platform vulnerabilities, errors triggering sensitive information leak etc. For web applications OWASP (Open Web Application Security Project) guidelines may be used for the assessment.
- 2.6.6. The security audit report would include discovered vulnerabilities, weaknesses, mis-configurations, any other findings and recommended actions for the application security based on best practices will be submitted.
- 2.6.7. This task would be done on a yearly basis after the first phase of implementation of IT system, as specified by EdCIL (INDIA) Limited.
- 2.6.8. The TSC shall also prepare the scope of work for hiring of third party assessors to carry out this task. If a third party assessor is hired, the TSC would be required to assist the third party assessor in carrying out the audit. If any issues are identified during the third party assessment, the TSC shall be responsible for coordinating resolution of issues in agreed time period.

2.7. Final Appraisal

- 2.7.1. The TSC shall assess the results achieved in the project and prepare a final appraisal report. The report would also cover future roadmap for the project. This report would also have feedback from the various stakeholders.
- 2.7.2. The TSC and the EdCIL (INDIA) Limited may agree on any additional reports or deliverables which may be required for delivering services under this RFP. Such reports or deliverables would be based upon the factual assessment done by both the parties and have to be listed out as part of the agreement signed. Any additional reports during the course of the contract will be mutually agreed by both the TSC and EdCIL (INDIA) Limited.

CHAPTER – 7

Proposed Contract Terms

1) Income Tax/ Service Tax Registration Certificate

PAN and Service tax registration No. should be quoted.

2) Contract Documents

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

3) Contract Period

The Contract will be valid initially for a period of 3 (Three) years, which may be extended further for a period of one year on satisfactory performance of agency.

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.
- 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).

7) Deliverables

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

- 8) The successful Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.

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

9. BROAD TIMELINE, DELIVERABLES and payment terms

The expected time lines for project implementation and Payment stages are as under:

Phase	Activity	Timelines	Payment Terms
Design Phase	Preparation of Project Plan	T1 + 15 days	20% of Design component after approval of Project plan and FRS
	Current State Assessment Report		
	Report Functional Requirements & Enterprise Architecture		
	Detailed Project Report	T1 + 45 days	20% of Design component after approval of DPR.
	Request for Proposal (RFP) for Implementation Agency	T1 + 60 days	60% of Design component after selection of SI.
	Assistance in Bid Process Management		
Implementation Support Phase	Pilot Implementation in Schools	T2 + 60	60% of support implementation component after successful completion of roll out certified by the client
	Roll Out in all the schools		
	User Acceptance Testing (UAT) Management	T2 +90	40% of support implementation component after successful testing and audit by the client
	SLA Compliance Audit		
	Security Audit		
Supervision of Operation and Maintenance (O&M)	Coordination between Implementation agency and overseas client	Every quarter	At the end of each quarter after successful completion of period duly certified by client.

T1: Date of acceptance of Letter of Intent by the selected TSC

T2: Date of Issuance of Award of Work to System Integrator.

T3: Date of complete Roll out of IT Solution in Overseas Client Location

10) Confidentiality

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

11) Performance Security

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

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

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its

obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.

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

In the event of any contract amendment, the Bidder shall, within 15 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

12) Consortium

No consortium will be entertained by EdCIL.

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

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

14) Termination

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

a) Termination of The Contract

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

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in 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. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

b) Consequences of Termination

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

- i. EdCIL shall reserve the right to get work completed at the risk and cost

of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.

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

c) TERMINATION FOR CONVENIENCE

- i. EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.
- iii. Liability on closure of contract on any account including termination, expiry etc. The service provided shall be obliged to handover all the legacy data base to EdCIL on closure of an agreement to enable EdCIL to migrate and operate the same on any other software.

16) Legal Liability

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

17) Settlement of Disputes

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

18) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

19) **Arbitration:**

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

20) **Reservation of Rights:**

EdCIL reserves the right to:

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

21) **Suspension**

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

22) **Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to

the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the

Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service

Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

23) **Indemnity**

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

24) **Special Terms and Conditions**

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the service provider.
- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

Bid Form

I. Addressed to

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

II. Tender No. Tender Ref. No. EdCIL/C&P/EDLP/2016 dated. 19th Dec 2016

III. Other related details:-

1.	Name of Bidder													
2.	Name & Designation of Authorized Signatory													
3.	Registered/Head Office Address													
4.	Delhi Office	<table border="1"> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Contact Person</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Email id</td> <td></td> </tr> </table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
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Email id														
5.	Year of Establishment													
6.	Type of Firm (Put Tick mark)	<table border="1"> <tr> <td>Public Limited</td> <td>Private Limited</td> <td>Partnership</td> <td>Proprietary</td> </tr> </table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7.	Telephone Number(s)/ Mobile													
8.	Website URL													
9.	Fax No.													
10.	Email Address													
11.	Indicate if organization has been blacklisted or not													
12.	Breakup of IT personnel													
13.	No. of executive													
14.	Are there any clarification / information etc that the bidder may like to make													

IV. The Tender document fee amounting to Rs. 5000/- (Rupees Five Thousand Only) has been remitted vide DD/ Banker's cheque No. _____ dated _____ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.

- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted shall be applicable during the period of contract which can be extended with mutual consent.
- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

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

Sir,

Subject: Consultancy Services for Implementation of Early Digital Learning Program (EDLP)

This bears reference to Tender Ref. No. EdCIL/C&P/EDLP/ 2016 dated 19th December 2016. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

The above document is executed on ___/___/2017 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

SELF-DECLARATION – NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender for Consultancy Services for Early Digital Learning Program (EDLP), I/We hereby declare that our Firm/Organization _____ or related entities is having unblemished record and has never been declared ineligible or black listed or debarred for non-performance, corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government or its entities/ PSU/Autonomous Body on the date of bid submission nor we have any litigation enquiry pending and / or initiated by any of these Department in any Court of Law with reference to debarment/blacklisting in last 5 five years.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Turnover Statement

S.No	Financial Year	Annual Turnover of bidder	Net Worth	Annual Turnover from Education/e-Governance/Skilling Sector business
1.	2013-14			
2.	2014-15			
3.	2015-16			

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

Details of Past Experience:

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU in education Institutes/Universities :

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

Power of Attorney:

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2016.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address) _____

2. (Signature, name and address)

Notarised
Accepted

.....

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

Notes:

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

2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

Letter of Proposal Submission of Financial Bid:

(on a separate 2nd sealed packet)

To: [Name and address of the employer]

Dear Sir,

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

We 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

Project Phase	Activity	Fee* in INR (Excluding levies, duties and taxes)
Design Phase	Preparation of Project Plan	Lump sum Cost
	Current State Assessment Report	
	Report Functional Requirements & Enterprise Architecture	
	Detailed Project Report	
	Request for Proposal (RFP) for Implementation Agency	
	Assistance in Bid Process Management	
Implementation support Phase	Pilot Implementation in Schools (approx.275 nos)	Lump sum Cost
	Roll Out in all the schools	
	User Acceptance Testing (UAT) Management	
	SLA Compliance Audit	
	Security Audit	
Supervision for Operation and Maintenance (O&M) Cost for 12 Quarters beyond date of commission certified by the client.	Coordination with implementer and with overseas Govt. client. <i>(In case of extension of O&M period prorata quarterly rates shall be applied)</i>	Lump sum Cost (cost for each quarter x 12)
Total "A"		
Tax details over "A" above		
Grand Total (To be considered for financial evaluation)		

Note:

- 1.The Grand Total should include cost relating to travel, stay, visa and any other incidental charges related to stay in foreign locations of TSC team (for meeting the objectives of the project).
2. All other levies, duties and taxes, as applicable, shall be paid separately during the currency of the project. It is advised that the prevailing tax rate to be charged shall clearly be mentioned.

(Name &Signature of Authorized Signatory of Bidder with Company seal)

Name of the Bank: -----

To

EdCIL (India) Ltd

PROFORMANCE 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 proformance 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 Proformance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

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

Dated: the day of For

(indicate the name of bank)

Signature of Banks Authorised official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2016, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

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

WHEREAS the EdCIL proposes to procure services towards Providing & implementation of cy for Technology and Support Services for Implementation of Early Digital Learning Program (EDLP), for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2016 dated.....2016.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2016 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

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

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

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

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

5. EARNEST MONEY DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 10,00,000 as Earnest Money with the EdCIL through DD or Bank guarantee.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such

sanction.

- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 SANCTIONS FOR VIOLATIONS

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Proformance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and proformance 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 Proformance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

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

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

EdCIL (India) Limited
Name of the Officer
OFFICER
Designation

BIDDER
CHIEF

EXECUTIVE

Witness

1. _____ 1.

2. _____ 2.

Witness

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

**Check List
(To be filled by the bidder)**

S.No.	Descriptions	Whether submitted or not (Yes or No)
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