



REQUEST FOR PROPOSAL

FOR

Setting up and Carrying out Call Centre Operations for “Study in India” Program

NIT No. EdCIL/SII/CALLCENTRE/01/2025

January 2025

(Open e-tendering Mode)



**EdCIL (India) Limited
(A Mini Ratna Category – I CPSE Company)
(A Government of India Enterprise)
(An ISO 9001-2015 & 14001-2015 Certified Company)**

Corporate Office: EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)

Registered Office: Amba Deep Building, 7th Floor, 14 KG Marg, New Delhi ,110001

NOTICE INVITING TENDER

Dated: December 2024

Tender Notice No. _____

Study in India is a project by the Govt. of India under the Ministry of Education. Under the umbrella of Study in India, select educational institutes covering public, private and deemed universities offer an array of courses ranging from engineering, management, sciences, commerce and humanities.

Bids, valid for a minimum period of 90 days from the date of opening, are invited by EdCIL (India) Limited for running of call centre for Study in India program. Interested agencies are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications. Website <http://www.edcilindia.co.in/Etenders> may be referred for detailed terms and conditions of the bidding documents.

Details for invitation to Open e-Tender (OT)

S. No.	Topic	Details
1	Start date of issuance/ sale of tender document	13 th January 2025
2	Mode of Selection	Two bids Open Tender System
3	Pre-bid meeting	22 nd January 2025
4	Last date for online submission of bids	3 rd February 2025
5	Validity of bids	90 Days
6	Date and time for Opening of Technical bid	4 th February 2025
7	Pitch presentation by agencies	Will be intimated later
8	Date and time for opening of financial bids	
9	Cost of Bid Document	Nil

Earnest Money Deposit (EMD)

The bidder shall furnish along with bid an Earnest Money amounting to Rs. 2,00,000/- (Rs. Two Lakh rupees only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.

Bids received without EMD shall be summarily rejected.

The earnest money of unsuccessful bidders shall be refunded without interest after issue of Letter of Award to the successful bidder or signing of contract whichever is earlier.

General Manager - HR
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

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TERMINOLOGIES USED IN TENDER

- i. **“Academic Year”** means the time duration starting from the month of July in the current year till the month of June in the subsequent year
- ii. **“Agreement”** means the form of agreement together with the contents and specifications set out in all the volumes of the tender.
- iii. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority.
- iv. **“Authorized Signatory”** means 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
- v. **“Bidder”** means the companies / firms bidding for the Project through this invitation of Request for proposal (Tender) exclusively for EdCIL (India) Limited for the specified scope of work
- vi. **“Bid Evaluation Committee”** means the committee constituted by EdCIL (India) Limited for the purpose of evaluation of bids received in response to this tender document
- vii. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any candidate / department, including any such information that may come to the knowledge of the Parties hereto / Bidder’s team by virtue of this Contract that:
 1. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 2. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality.but does not include information which is or becomes public knowledge other than by a breach of this Contract
- viii. **“Contract”** means the Agreement entered between the Purchaser and the Bidder as recorded in the Contract form signed by the Purchaser and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- ix. **“CCE”** means Call Centre Executive
- x. **“CRM”** means Customer Relationship Management

- xi. **“Day”** means a working day as per Government of India (GOI).
- xii. **“Deliverables”** means the products and services agreed to be delivered by the Bidder in pursuance of the Agreement as listed in Scope of Work of the tender and includes all documents related to the solution design and all respective modifications.
- xiii. **EdCIL”** means EdCIL (India) Limited
- xiv. **“Material Adverse Impact” or “Material Breach”** means material adverse effect on (a) the ability of the Bidder to perform/discharge any of its duties/obligations under and in accordance with the provisions of this tender and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this TENDER and/or the SLA
- xv. **“Performance Guarantee” or “Performance Bank Guarantee” or “PBG”** shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to EdCIL (India) Limited on behalf of the Bidder amounting to 10% of the agreement value, pursuant to the Agreement. The PBG shall be valid for a period of 90 days post the expiry of the contract, unless extended pursuant to the Agreement
- xvi. **“Project Data”** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this TENDER including the SLA.
- xvii. **“Proprietary Information”** means processes, methodologies and technical and business information, including drawings, designs, data already owned by, or granted by third parties to a Party hereto prior to its being made available under this TENDER, or the SLA
- xviii. **“Purchaser”** means EdCIL (India) Limited
- xix. **“TENDER” or “Request for Proposal”** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by EdCIL (India) Limited from time to time
- xx. **“Replacement Service Provider”** means any third party that the Purchaser may appoint to replace the Bidder upon expiry of the Term or otherwise termination of this TENDER or the SLA to undertake the Services or part thereof

- xxi. **“Services”** means the contents and services to be rendered during the Project including but not limited to the services to be delivered to the Stakeholders as specified in the TENDER
- xxii. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in SLA
- xxiii. **“Service Level Agreement” or “SLA”** means the agreement on service levels between EdCIL (India) Limited and Bidder, in terms of the Service Level requirements as per the model set out in ANNEXURE IV of this TENDER
- xxiv. **“Third Party” or “Third Party Agency”** means the agency appointed by EdCIL (India) Limited for the purpose of certification / audit of services provided by the selected agency in pursuance to the terms and conditions laid down in the TENDER and in conformance to the SLA
- xxv. **“Term”** means the total time for which the Project is assigned to the selected agency to carry out the activities as per the specified scope of work

1 Request for Proposal

TENDER is invited from eligible, reputed, qualified firms with sound technical and financial capabilities for Setting up and Carrying out Call Centre Operations for Study in India program as detailed out in the scope of work under Section 7 of this TENDER document. This invitation to TENDER is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 5.2 of this TENDER document.

2 Structure of the TENDER

This TENDER document for the project comprises of the following:

- 1) Instructions on the TENDER process for responding to this TENDER. This broadly covers:
 - a) General instructions for bidding process
 - b) TENDER evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability
 - c) Payment schedule
 - d) Commercial TENDER and other formats
- 2) Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
 - a) About the project and its objectives
 - b) Scope of work for the agency
 - c) Service level agreement

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidder's suitability to set up and carry out the operations for call centre for the purchaser.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the TENDER documents. Failure to furnish all information required as mentioned in the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

3 Background Information

3.1 About EdCIL (India) Ltd

EdCIL (India) Limited, a Mini Ratna Category – I CPSE (Central Public-Sector Enterprise) Company, registered at EdCIL House, 18-A, Sector 16-A, NOIDA, U.P – 201301 (India), was incorporated in 1981, under the Ministry of Education. It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) under Ministry of Education.

- 1) The company over the four decades of existence and has executed many projects and consultancies across the entire value chain of education. It has many satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.).
- 2) The company offers the following technology led solutions in the Education & Training space:
 - a) **Digital Education Systems** offer services which are technology led in nature. Currently, EdCIL is offering IT based solutions like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages, e-content development, setting up of virtual universities, networking and Wi-Fi facilities implementation.
 - b) **Online Testing and Assessment Services** are offered to various Government Departments / Public Sector Undertakings and Educational Institutions in order to select and appoint executives / teachers for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
 - c) **Overseas Education Services**
 - d) **Educational Procurement Services**
 - e) **Educational Infrastructure Services Division** offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University, Indian National Railway University, Central Universities and many other institutes of national importance
 - f) **Advisory Services**

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

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

- ix) Education content Design
- g) The company has expertise and large network of alliance partners and has tied up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects.
The successful clients include:
 - i) **National:** Various Ministries; State Governments; Statutory / Autonomous Bodies / Public Sector Undertakings; Private Sector.
 - ii) **Overseas:** Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc.
- 3) EdCIL has executed several projects in above mentioned areas funded by World Bank, African Development Bank and other International Organizations.
- 4) EdCIL currently runs Project Management Support Units (PMSUs) known as **Technical Support Groups (TSGs)** for Pan India projects of Ministry of Education

3.2 About Study in India

3.2.1 Background

As of recent statistics, the number of students pursuing higher education outside their home country has significantly increased, reflecting the global demand for quality education and cross-border learning opportunities. According to the latest data, India and China remain the largest source countries for internationally mobile students. Traditional study destinations like the United States, the United Kingdom, and Australia continue to attract the highest number of these students due to their reputation for academic excellence.

Globally, the number of students studying abroad has grown substantially over the past two decades. While it was 2.7 million in 2004, it rose to 4.3 million by 2014, and this growth trend continues, representing a significant share of tertiary enrolments worldwide. The education export sector has expanded consistently, with an average growth rate of 5% per annum since 2004.

Despite its vast and diverse higher education network, India has yet to fully capitalize on its potential as a global education hub. With approximately 40,000 colleges and nearly 1,100 universities, India is ranked third globally in terms of its higher education infrastructure, showcasing immense scope for internationalization and positioning itself as a preferred destination for global students.

3.2.2 Introduction to this Project

EdCIL has been mandated by Ministry of Education to manage Study in India program which includes:

- 1) To Design and implement Web Portal for “Study in India” Project.

- 2) Identification of top institutions/universities basis ability to provide quality education and attractiveness for foreign students
- 3) Identification of target markets and understanding their education system and stakeholders involved in decision making
- 4) Support to international students in form of real time admission assistance in application filling, student on boarding as well as assistance during their stay in India.
- 5) Generating leads of potential candidates and driving effective branding and marketing campaigns.

3.2.3 Compelling factors for launching “Study in India” scheme:

- 1) Affordability and Value: India offers high-quality education at a significantly lower cost compared to many other countries, making it an attractive option for international students seeking value for money.
- 2) Expanding Higher Education Sector: With substantial growth in its higher education sector, India has emerged as the world's third-largest hub for higher education, showcasing its vast capacity and diverse opportunities.
- 3) Enhancing Global Attractiveness: Currently ranked 26th globally for attracting international students, India has immense potential to improve its global positioning as a preferred destination for higher education. Despite its extensive and diverse education network, strategic efforts are needed to boost its international appeal and competitiveness.

3.2.4 Offerings

- 1) Robust centralized admission and information portal for international students planning to Study in India.
- 2) Mobile Application for users to easily access the offerings of Study in India through their mobile devices shall be offered in the coming year.
- 3) Access to India's top premium institutes offering attractive fee waivers.
- 4) International Call Centre (Inbound & Outbound) that helps and guides students regarding the entire admission and on boarding process.
- 5) To meet the aspirations of growing the inbound numbers, the following branding strategies have been outlined:
 - a) Social Media Promotions
 - b) Google Search Advertising
 - c) TV/Radio promotions and Newspapers Advertising
 - d) Setting up student facilitation centres and On-boarding of channel partners
 - e) Education India Day in the target countries

- f) School/College/University visits in the target countries

3.3 Basic Information

- 1) Purchaser invites responses to this Request for Proposals from reputed agencies for Setting up and carrying out the operations of Call Centre for Study in India program as described in Section 7 of this TENDER, "Scope of Work"
- 2) Any contract that may result from this tendering procedure will be for the **period of 12 months** starting from the date of signing of contract ("**the Term**").
- 3) The Purchaser reserves the right to extend the Term for a period of up to **24 months** (initially up to 12 months and then 12 months additionally subject to the performance of the agency) on the same terms and conditions, subject to the Purchaser's obligations at law.
- 4) Proposals must be received not later than time, date and venue mentioned in the TENDER
- 5) Proposals that are received late WILL NOT be considered.

4 Instructions to Bidders

4.1 General

- 1) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.
- 2) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser based on this TENDER.
- 3) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser.
- 4) Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder.
- 5) The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- 6) This TENDER supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

- 1) Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER documents carefully.
- 2) Submission of the TENDER shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

- 3) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this TENDER
 - b) Follow the format of this TENDER and respond to each element in the order as set out in this TENDER
 - c) Comply with all requirements as set out within this TENDER.

4.3 Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes

- 1) Prohibition of
 - i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - iii) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii) Obstruction of any investigation or auditing of a procurement process.
 - viii) Making false declaration or providing false information for participation in a tender process or to secure a contract.
- 2) Disclosure of conflict of interest.
- 3) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

4.4 Pre-Bid Clarifications

4.4.1 Pre-bid queries

- 1) The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL not later than **<DATE>**
- 2) Queries relevant to the TENDER documents shall be addressed to the GM (HR), EdCIL at studyinindia@edcil.co.in and copied to ashutoshkumar@edcil.co.in
- 3) The queries should necessarily be submitted in the following format:

S. No.	Clause no.	Page no.	Content of TENDER requiring clarification(s)	Points of clarification

- 4) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- 1) The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- 2) At any time prior to the last date for receipt of TENDERS, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- 3) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in and on the e-tendering portal <http://www.tenderwizard.com/EDCIL> and may be emailed to all participants who have raised the queries.
- 4) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- 5) To provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key instructions for the TENDER

4.5.1 Right to Terminate the Process

- 1) Purchaser may terminate the TENDER process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- 2) This TENDER does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.5.2 TENDER document fees

- 1) The TENDER document has been made available for download without any fee from the website www.edcilindia.co.in and the e-tendering portal <http://www.tenderwizard.com/EDCIL>

4.5.3 Earnest Money Deposit (EMD) / Bid Security

- 1) Bidders shall submit, along with their Proposals, confirmation of submission of an EMD of INR 2,00,000/- (INR Two Lacs Only), in the form of demand draft / bank guarantee in favour of EdCIL (India) Ltd.
- 2) Bidders can also submit the EMD amount through electronic transfer. The bank account details of the Purchaser are as follows:

Name of beneficiary: EdCIL INDIA LIMITED

Name of Bank: State Bank of India

ACCOUNT NO.: 36830596465

IFSC CODE: SBIN0000691

However, it is mandatory for the Bidder to upload the UTR details along with the proposal.

- 3) However, Bidders registered with NSIC or MSMEs are exempted for payment of EMD. Such Bidders will necessarily have to submit the NSIC or MSME certificate to avail the exemption.
- 4) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 90 days of the Bidder being notified as being unsuccessful.
- 5) The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in ANNEXURE IV.
- 6) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 7) Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 8) The EMD may be forfeited in the event of:
 - a) A Bidder withdrawing its bid during the period of bid validity
 - b) A successful Bidder fails to sign the subsequent contract in accordance with this TENDER
 - c) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this TENDER

- d) A Proposal contains deviations (except when provided in conformity with the TENDER) conditional offers and partial offers.

4.5.4 Bidder's Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.6 Preparation & submission of Proposals

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred relating to participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.6.3 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-tendering portal <http://www.tenderwizard.com/EDCIL> being used for this purpose. The documents to be uploaded include:

- Documents confirming submission of EMD
- Pre-qualification bid
- Technical bid
- Commercial bid

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-tendering portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. Please note that prices should not be indicated in the pre-qualification bid or technical bid but should only be indicated in the commercial bid.

Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.6.4 Proposals submitted after designated time for submission

Bids submitted after the due date will not be accepted by the e-Procurement system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

Alternatively, bids of Bidders not sending in the EMD instruments before the designated deadline for proposal submission shall be summarily rejected.

4.6.5 Deviations

The Bidder may provide deviation(s) to the contents of the TENDER document in the format prescribed in ANNEXURE I: Form 11. The Bid Evaluation Committee would evaluate and classify them as "material deviation(s)" or "non-material deviation(s)". In case of material deviation(s), the Bid Evaluation Committee may decide to declare the bid as non-responsive. The Bidders would be informed in writing on the committee's decision on the deviation(s), prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviation(s) submitted without the prior consent of the Purchaser.

In case of non-material deviation(s), the deviation(s) would form a part of the proposal & subsequent agreement.

4.7 Instructions for e-Tendering

Please refer to ANNEXURE VI: Instructions for e-Tendering

4.8 Evaluation Process

- 1) The Purchaser will constitute a Bid Evaluation Committee comprising of officials from Purchaser's organization & an external pitch consultant to evaluate the responses of the Bidders.
- 2) The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the TENDER and all supporting documents / documentary evidence
- 3) The decision of the Bid Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Bid Evaluation Committee.
- 4) The Bid Evaluation Committee may ask for additional documents / meetings with the Bidders to seek clarifications on their proposals. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

- 5) The Bid Evaluation Committee reserves the right to reject any or all Proposals based on any deviation(s) contained in them.
- 6) Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

4.8.1 Proposal Opening

- 1) The Proposals submitted up to <time> on <date> will be opened by members of the Bid Evaluation Committee, in the presence of the Bidder's representatives who may be present at the time of opening.
- 2) Members of the Bid Evaluation Committee shall open the envelope 1 marked as "Pre-Qualification Bid". Each of the eligibility criteria mentioned in this TENDER is mandatory. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- 3) If the contents of the envelope 1 are as per requirements, members of the Bid Evaluation Committee shall open envelope 2 marked "Technical Bid".
- 4) Bidders would be informed of their qualification/disqualification based on the eligibility check. EMD (if applicable) will be returned to the respective disqualified bidders after the submission of bank guarantee by the successful bidder.
- 5) The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity for attending the opening of the Proposal.

4.8.2 Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of the Proposal.

5 Criteria for Evaluation

5.1 Stage I: Pre-Qualification Criteria

The Bid Evaluation Committee shall check eligibility of Bidders basis the following criteria:

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1.	a) The Bidder should be a company registered in India under the Indian Companies Act or a registered partnership company / proprietorship firm / society and existing for the past 3 years as on 31st March 2024. b) Registered with the GST Authorities c) Company should have a valid PAN number	a) In case the Bidder(s) is/are a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA and Memorandum & Articles of Association. In case the Bidder(s) is/are a registered partnership company / proprietorship firm / society, they should produce a copy of the partnership agreement

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
	d) The bidder or its wholly owned subsidiary providing BPO/Call Centre services or the parent company of whom the bidder is a wholly owned subsidiary providing BPO/Call Centre services, must have registered itself with Department of Telecommunication (DoT) as call Centre	b) Copy of GST Registration certificate issued by GSTN authorities c) Copy of PAN Card d) Copy of valid DOT certificate for the proposed sites by the bidder (Optional).
2.	The Bidder's average annual turnover in India should be at least INR 15 crores during the previous 3 financial years (i.e. 2021 - 2022, 2022-2023 and 2023 - 2024)	Audited/ Certified financial statements & annual report for (i.e. 2021-2022, 2022-2023 and 2023 - 2024). In case revenue from core Call Centre operations (inbound /outbound) is not mentioned explicitly, a certificate from the CA of the company quantifying the revenue.
3.	The Bidder shall have a positive net worth (after tax) for the 3 financial years (i.e. (i.e. 2021-2022, 2022-2023 and 2023 - 2024)	Statutory auditor's/ CA's certificate mentioning registered net profit along with copy of audited balance sheets and profit and loss accounts.
4.	The Bidder must have a minimum of 3 years of experience in setting up and carrying out operations of call centre.	a) Statutory auditor's/ CA's certificate for validating experience details b) Experience details as per the format specified in ANNEXURE I: Form 8 (Project Citation Format)
5	The Bidder must have completed atleast Three (03) projects out of which One must be Call Centre project(s) for Central/state Govt., during last 3 years (as on 31st March 2024).	a) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client. b) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder
6	The Bidder should be a profitable organization (i.e. Profit After Tax (PAT) > 0), in the last 3 financial years i.e. FY 2021-22, 2022- 23 and 2023-24.	Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). No website downloads or link to be provided.

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
7	The bidder to provide an undertaking that the IVRS system developed/provided by them has a per day capacity of delivering and managing >= 1,00,000 (1 Lakh) number of IVRS Blast Calls (Occasional Campaign base requirement specific to a scheme). These IVRS Blast calls are automated and pre-recorded in nature and do not require a human intervention	Undertaking from the authorized signatory in-verbatim as per the criteria stated
8	The Bidder should not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason or convicted of any economic offense in India for any reason as on the last date of submission of the bid	Affidavit for not being blacklisted, signed by the authorised signatory of the Bidder(s) as per ANNEXURE i: Form 3
9	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted as per ANNEXURE I: Form 4
10	Board Resolution and Power of Attorney, in the name of person signing the Bid (in case of consortium, authorized representative of lead partner of the consortium), authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution and Power of Attorney

5.2 Stage II: Technical Qualification Criteria

- 1) Agencies fulfilling the eligibility criteria mentioned in Section 5.1 (Stage I: Pre-Qualification Criteria) would be shortlisted by the Bid Evaluation Committee.
- 2) All eligible bidders shall then undergo a technical evaluation basis the scoring pattern mentioned below:

S. No.	Technical Qualification Criteria	Maximum Marks	Documents Required
1.	Prior experience of the Bidder	47	
1. a)	The Bidder's experience in Call Centre Operations as on 31.03.2024. <ul style="list-style-type: none"> • ≥ 3 < 5 Years – 2 Marks • ≥ 5 < 7 Years – 3 Marks • ≥ 7 < 10 Years – 4 Marks • ≥10 years – 5 Marks 	5	Certificate of Incorporation/ registration in the Call Centre operations
1. b)	The Bidder's average annual turnover from Call Centre Voice Operations globally, during the previous three financial years (i.e. 2021-2022, 2022-2023 and 2023 - 2024) <ul style="list-style-type: none"> • ≥ 15 < 20 Crores - 3 Mark • ≥ 20 < 30 Crores – 4 Marks • ≥ 30 Crores – 5 Marks 	5	CA Certificate for the turnover from Call Centre voice operations is required
1. c)	The bidder must have successfully "completed" operation Call Centre project(s) as on 31.03.2024 in the last 3 completed financial years: <ul style="list-style-type: none"> • Minimum 3 projects– 6 Marks • 4-6 projects– 8 marks • >6 projects– 10 marks 	10	Copies of relevant work orders in the name of the bidding agency for such projects handled in the last 5 completed financial years should be submitted along with the technical bid. Satisfactory work completion certificate wherever work is complete.
	The bidder must have successfully "completed" operation Call Centre project(s) with Central Govt. /State Govt/PSU as on 31.03.2024 in the last 3 completed financial years: <ul style="list-style-type: none"> • 1 project – 3 Marks • 2 projects – 4 marks • more than 3 projects – 5 marks 	5	Copies of relevant work orders in the name of the bidding agency for such projects handled in the last 5 completed financial years should be submitted along with the technical bid. Satisfactory work completion certificate wherever work is complete.

1. f)	The Bidder must have at least 500 agents employed in delivering contact centre voice operations as on 31.03.2024. <ul style="list-style-type: none"> • 500 - 1000 agents – 3 marks • 1001- 1500 agents – 4 marks • Above 1501 agents – 5 marks 	5	Self-certified copies of the relevant documents
1. g)	The Bidder should have at least 250 inbound voice contact centre seats operational at a single location in India as on 31.03.2020. 250 - 500 seats – 3 marks 501 – 750 seats – 4 marks Above 751 seats – 5 marks	5	Self-certified copies of the relevant documents
1. h)	Experience in managing Call Centre operations for inbound/outbound calls (Domestic and International) Only Domestic – 3 Marks Domestic and International – 7 Marks	7	Self-certified copies of the relevant documents
1. i)	Experience in handling inbound/outbound calls in English language with a daily average of 3000 calls in total. <ul style="list-style-type: none"> • 3000-6000 calls/day – 3 Marks • Above 6000 calls/day – 5 Marks 	5	Copies of the relevant documents where calls were handled with respect to a certain project completed.
2.	Project team and Experience key personnel	23	
2. a)	The Bidder should have at least 75 Team Managers (TM) / Team Lead (TL), with following qualification: Must be a graduate or higher in any discipline Should be trained on Customer Operations Performance Centre (COPC) Should have at least 3 years' experience in a Call Centre or telemarketing in the service industry.	5	Self-certified copies of the relevant manpower (TM/ TL) and CVs of such professionals (25 Nos) to be submitted with technical bid.

	<p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision-making skills.</p> <p>Proficient in handling call centre tools, like CRM, CMS, etc.</p> <ul style="list-style-type: none"> •75 – 150 TM/TL – 1 mark • 151 – 225 TM/TL – 2 marks • Above 226 TM/TL – 5 marks 		
2. b)	<p>The Bidder should have at least 20 Assistant Manager (AM) having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline.</p> <p>Must be certified from NASSCOM (or similar Certification agency)</p> <p>Should have at least 5 years' experience in a Call Centre or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision-making skills.</p> <p>Excellent writing, MIS, communication, time management and multi-tasking skills</p> <p>Shall have led a team of more than 25 direct/indirect people.</p> <p>Proficient in handling call centre tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; Mandatory.</p> <ul style="list-style-type: none"> • 20- 40 AM – 2 marks • 41 – 60 AM – 3 marks • Above 61 AM – 5 marks 	5	Self-certified copies of the relevant manpower (AM) and CVs of such professionals (10 Nos) to be submitted with technical bid.

2. c)	<p>The Bidder should have at least 25 Trainers having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline Should be trained on Customer Operations Performance Centre (COPC) Should have at least 3 years' experience in training in the field of soft skills and communications Should have effective problem solving and decision-making skills. Proficient in handling call centre tools, like CRM, CMS, etc. Experience of MS dynamics CRM and Avaya product suite; preferred.</p> <ul style="list-style-type: none"> • 25 – 75 trainers – 2 marks • 76 – 125 trainers – 3 marks • Above 126 trainers – 5 marks 	5	Self-certified copies of the relevant manpower (Trainers) and CVs of such professionals (10 Nos) to be submitted with technical bid.
2. d)	<p>The Bidder should have at least 10 Quality Manager (QM) / Quality Evaluators (QE) having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline Should have at least 3 years' experience in the field of quality assurance in a BPO industry. Should have effective problem solving and decision-making skills.</p> <ul style="list-style-type: none"> • 10 – 20 QM/QE – 1 mark • 21 – 40 QM/QE – 2 marks • Above 41 QM/QE – 3 marks 	3	Self-certified copies of the relevant manpower (QM/QE) and CVs of such professionals (10 Nos) to be submitted with technical bid.

2. e)	The Bidder should have at least 10 IT Security Manager having relevant experience (Should have at least 2 years' experience in IT Security Management Field) Must be a Graduate or Equivalent in any discipline. IT related course/certification would be preferred. • 10 – 20 ITSM – 1 mark • 21 – 40 ITSM – 3 marks • Above 41 ITSM – 5 marks	5	Self-certified copies of the relevant manpower (SM) and CVs of such professionals (10 No.) to be submitted with technical bid.
3.	Presentation of Proposal to evaluation committee	30	
3. a)	Overall Implementation methodology	5	Date of Presentation shall be communicated at later stage
3. b)	Methodology for performing business design and for quality control	5	
3. c)	Methodology of internal review mechanism of deliverables by the service provider	5	
3. d)	The bidder needs to demonstrate/ provide two separate solutions: 1. Proposed solution for initial transition i.e. to takeover operations from existing service provider 2. Proposed solution for exit management at the end of the plan. This must demonstrate the letter and spirit of migration to ensure minimal customer impact	5	
3. e)	Innovation and features beyond proposed requirements	5	
3.f)	Reporting Dashboard	3	
3.g)	Training and Capacity Building Plan	2	
	TOTAL	100	

5.3 Stage III: Commercial Bid Evaluation

- 1) All the bidders who score at least 70% marks in Stage II will be deemed as technically qualified bidders and will be notified to participate in the commercial bid opening process.

- 2) The commercial bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 3) If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.
- 4) The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified based on point 3 above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of Bidder}} \times 100 \right\} \% \\ \text{(Adjusted to two decimal places)}$$

- 5) Financial bids indicating total fee (excluding taxes) figure for all the deliverables and services specified in this bid document will be considered.
- 6) The total fee will exclude Goods & Services Tax (GST). GST, as applicable, shall be payable by EdCIL.
- 7) The commercial bids will be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 8) Any conditional bid would be rejected

5.4 Combined & Final Evaluation

- 1) The Bidder would be technically evaluated out of 100 marks.
- 2) The technical score (Tn) of each bidder will be the score obtained in Stage II (including the presentation)
- 3) Technical & Financial scores secured by each Bidder will then be added using weightage of 70% and 30% respectively to compute a Composite Bid Score
- 4) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$\langle B_n = 0.70 * T_n + 0.30 * F_n \rangle$$

Where

Bn = overall score of Bidder

Tn = Technical score of the Bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the Bidder

- 5) In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

6 Appointment of Agency

6.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser's action.

6.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4 Contract Finalization & Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft contract agreement would be finalized for award & signing.

6.5 Performance Guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, within 15 days from notification of award.

In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this TENDER.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in ANNEXURE IV. The successful Bidder shall ensure, the Performance Guarantee is valid always during the Term of the subsequent contract (including any renewal) and for a period of 90 days beyond all contractual obligations.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

6.6 Signing of Contract

After receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

6.7 Failure to Agree with the Terms and Conditions of the TENDER

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the Performance Guarantee of the most responsive Bidder.

6.8 Terms & Conditions Applicable Post Award of Contract

6.8.1 Key Performance Measurements

- 1) Unless specified by Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and Service Levels as laid down in this tender.
- 2) If the Contract, Scope of Work, Service Levels include more than one document, then unless Purchaser specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 3) Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications upon agreement with the Bidder and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.
- 4) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Purchaser's changed order.

6.8.2 Transition Management

- 1) Post the contract period, the Bidder is expected to provide a smooth handover of all the knowledge material and assets to Purchaser at no transfer cost.
- 2) Post the contract period, if a new vendor is selected by Purchaser, the Bidder is expected to provide adequate knowledge transfer and training to the new vendor over a period of 30 days from the date of expiry of contract.

6.8.3 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 1) Purchaser reserves the right to inspect and monitor / assess the progress / performance, either itself or through another third party as it may deem fit, at any time during the Contract. Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 2) Purchaser shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser/ any other third party appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified on completion of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

6.8.4 Intellectual Property Rights

- 1) The Purchaser shall remain the owner of all the content conceptualized and created by the Bidder under this TENDER.
- 2) All intellectual property rights in the content whether in tangible or intangible form shall belong to the Purchaser and the Bidder has no right to assign, licence, sell, or use any content conceptualized and created under this TENDER and/or accompanying Master Service Agreement to any third party under any circumstances.
- 3) All the content conceptualized and created by the Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of the Purchaser
- 4) The Bidder shall take all such appropriate legal actions to safeguard violation of the Purchaser's intellectual property rights, if any.

6.8.5 Confidentiality

- 1) The Bidder shall not use Confidential Information, the name or the logo of Purchaser and Purchaser except for the purposes of providing the Service as specified under this contract;
- 2) The Bidder may only disclose Confidential Information in the following circumstances:
 - a) with the prior written consent of Purchaser;
 - b) to a member of the Bidder's Team ("Authorized Person") if:
 - the Authorized Person needs the Confidential Information for the performance of obligations under this contract.
 - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Purchaser.

- 3) The Bidder shall notify Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Purchaser.

6.8.6 Limitation of Liability

- 1) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

6.8.7 Bidder's obligation

- 1) The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Purchaser's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful operation of the Project in accordance with and in strict adherence to the terms of his Bid, the Tender and the Contract.
- 2) Within 2 weeks of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works.
- 3) The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified.
- 4) The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.
- 5) **Full Time Equivalent (FTE) Quantity:** Bidder will have to quote the quantity of FTE in the Price Bid. The billing shall be done on the basis of actual FTE utilization only subject to the maximum FTE quantity quoted by Bidder in the Price Bid i.e. billing of FTE Quantity above the quoted quantity will not be processed. However, in some circumstances Bidder may increase the FTE quantity for particular period of time with prior approval of EdCIL.
- 6) Purchaser reserves the right to either decrease or increase the seat requirement during the contract. Regular review of manpower utilization vis-à-vis Per Hour Call Load & Average handling time (AHT) will be done by EdCIL.
- 7) Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.
- 8) Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may

reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable.

- 9) In case of change in its team members, for any reason whatsoever, Bidder shall inform the Purchaser of any such change at least 30 days in advance. Only after approval from the Purchaser shall the Bidder go forth with any such change. Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 10) In case of change in its team members, Bidder shall ensure a 15 day overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 11) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or because of its Team.
- 12) The Bidder shall provide its team at the Purchaser's office location, requisite equipment & tools etc. that may be required by it during the contract period for performance of Services under this contract, at no extra cost to the Purchaser, as per the SLAs defined in the TENDER
- 13) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser to resolve issues.
- 14) The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

6.8.8 Purchaser's Obligation

- 1) Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- 2) Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, specifications, or any other document necessary in fulfilment of this contract.
- 3) The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

- 4) Purchaser may provide on Bidder's request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- 5) Purchaser shall provide to the Bidder only seating space, for up to 3 people, at the Purchaser's office location. Persons deputed by the Bidder must observe the norms & code of conduct of the Purchaser's organisation.
- 6) Purchaser shall approach Ministry of Education for all clearances as shall be obtained by the Ministry. The agency shall be required to render assistance to Ministry of Education/EdCIL on all statutory clearances as required for the assignment, from time to time.

6.8.9 Indemnity

The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, thesis' Team or any third party.
- c) Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

6.8.10 Termination

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- 1) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- 2) The Bidder goes into liquidation, voluntarily or otherwise.
- 3) If the selected Bidder fails to complete the assignment as per the timelines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 4) If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- 5) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 6) Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

- 7) The Bidder shall not assign or sublet the contract or any part of it. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.
- 8) In the event of termination of the Contract due to any cause whatsoever, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- 9) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 10) The Purchaser also reserves the right to foreclose the contract at any point during the period of the contract, after giving a 30 days' notice to the Bidder

6.8.11 Liquidated Damages

- 1) Notwithstanding Purchaser's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in ANNEXURE V of this TENDER document will be charged as per the penalties, subject to a maximum of 10% of the total value of the Contract.
- 2) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder.

6.8.12 Force Majeure

- 1) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 2) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 3) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to

mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- 4) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

6.8.13 Definition for default

- 1) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
 - a) the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b) the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - c) the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
 - d) the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
 - e) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
 - f) The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 2) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 3) Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting

party another default notice or proceed to adopt such remedies as may be available to the Purchaser as per clause 6.8.14

6.8.14 Consequences of default

Where an Event of Default subsists or results in material breach the Purchaser shall be entitled to:

- 1) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 2) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - a) shall specify the nature of the failure; and
 - b) shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- 3) Require replacement of any of the Bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.
- 4) Terminate the Contract in part or in full
- 5) Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- 6) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.8.15 Tender Conditions with Implementation of Insolvency and Bankruptcy Code, 2016 (IBC)

- a) It shall be the responsibility of all bidders to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- b) If a bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.
- c) EdCIL reserves the right to cancel/terminate the contract without any liability on the part of EdCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- d) EdCIL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- e) A declaration / undertaking shall be submitted by bidders in the Format (**as per ANNEXURE V**) along with their techno commercial bids.

Guidelines for Evaluation & Short closure:

- a) After opening of price bid but before award, if a bidder(s) is(are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).
- b) During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) are initiated against the successful bidder, EdCIL shall have the right to short close the contract.

6.8.16 Integrity Pact:

The bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (fileNo.015/VGL/091dated13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with EdCIL would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a non-judicial stamp paper of Rs. 100 (Rupees Hundred only). The format for the Integrity Pact is given in **ANNEXURE VII**.

6.8.17 Dispute Resolution / ARBITRATION

- 1) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International arbitration center ("IIAC") in accordance with the India International Arbitration center (Conduct of Arbitration) Regulation ("IIAC Regulation") for the time being in force, which regulations are deemed to be incorporated by reference in this Clause.
- 2) The Place/seat of the arbitration shall be New Delhi.
- 3) The tribunal shall consist of One arbitrator.
- 4) The law governing the arbitration agreement shall be Indian Law.
- 5) The language of the arbitration shall be English

6.8.18 Applicable Law

- 6) The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 7) All disputes in this connection shall be settled in Delhi jurisdiction only.
- 8) Purchaser reserves the right to cancel this tender or modify the requirement upon consultation with the Bidder.
- 9) Purchaser also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 10) Purchaser in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

6.8.19 Payment Process

- 1) Purchaser shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this TENDER in Section 9 subject always to the fulfilment by the Bidder of the obligations herein. GST shall be charged on actuals as per the applicable rates.
- 2) Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.
- 3) All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of GST.
- 4) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser

- 5) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- 6) In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.

6.8.20 Consortium & Sub-Contracting

Consortiums & Sub-contracting are not allowed for this engagement.

7 Scope of Work

After selection of Bidder through this TENDER process, the selected Bidder will be required to deliver the services as per the requirements detailed in this section.

Following are the key features of proposed Call Centre:

S. No.	Item	Details
1	No. of Personnel Required	15 {Refer Section 8: Key Personnel mentioned in this TENDER} (Minimum Graduate with minimum 1 year of contact center experience in education Industry. Since process requirement is to handle international students, selected agent should be of Versant 5)
2	Languages supported	English (Since its international calling only Versant 3/4/5 Category agents applicable for this process)
3	Operations	As per the details mentioned in Scope of Work
4	Location	Delhi - NCR
5	Service Window	07:00 AM to 03:00 PM, 03:00 PM to 11:00 PM, 11:00 PM to 7:00 AM; 7 days a week, 365 days a year (except 3 Mandatory National Holidays {26th Jan, 15th Aug and 2nd Oct})

Bidder shall design the overall approach for Call Centre operations, which will include but not limited to the following:

- Detailed plan including timelines for setup of Call Centre
- Defining various procedures linked to Call Centre like call handling procedure, call routing procedure, interface between EdCIL and Call Centre CRM/ CTI systems

- Reporting requirements
- Designing response scripts for various types of calls.

The scope of work that needs to be provided by the successful Bidder can be broadly classified into the following areas:

- 1) **Business Services**
- 2) **Infrastructure and Technology**
- 3) **Resource On-Boarding**
- 4) **Quality Assurance**
- 5) **Change Management**
- 6) **Reporting and Analytics**
- 7) **Continuous Improvement**
- 8) **Social Media Handling**

7.1 Business Services

i. The selected Bidder shall handle all queries and grievances of students/ parents/ counsellors etc. through pre-defined support channels.

ii. The CCEs shall understand the student's requirements and resolve the query as per the information provided.

iii.. The Call Centre will serve as a single point of contact for reporting/resolution of all queries, errors, incidents issues either in Registration process, Counselling Process, On-boarding Process, SII Website, Webinar, SII partner Institutes, their eligibility criteria and the courses they are offering.

iv. CCEs shall be able to resolve any SII related issues regarding the above-mentioned topics (or any upcoming topics), FAQ's and should provide the resolution during the interaction (Over Inbound Call/Mail/Chat/App Store Comments). CCEs shall try to resolve the reported query/issue (wherever possible) and if the query/issue requires further investigation/fixing, CCEs shall forward the cases to the concerned departments within the EdCIL using proper escalation mechanism using CRM application. Application of Natural language processing (NLP) for accurate translations and is capable of understanding context in multiple languages.

v. Call Centre has to be setup and managed by the Bidder. EdCIL won't provide any infrastructure, manpower or premises.

vi. Set- up an integrated contact centre for EdCIL with following business services:

S. No.	Nature of services
1	Inbound Calls (Domestic/International)
2	Social Media Management
3	Email/SMS Handling

4	Live Chat Support/AI Integrated Multilingual
5	Outbound Calls (Domestic/ International)

*** Existing 'Study in India' Email server gateway to be used**

The particulars of the business services that shall be provided by the Selected service provider can be broadly categorized as:

- (a) Handling inbound voice calls
- (b) Handling outbound voice calls
- (c) Handling inbound E-mails
- (d) Handling Inbound Chats
- (e) Appstore/ WhatsApp comments
- (f) End-to-End Responsibility
- (g) Toll free number to be arranged / provided
- (h) Dashboard Control on the Website

(a) Handling inbound voice calls – The selected service provider shall provide inbound voice call service in English. Most of the queries / grievances may be resolved by the Customer Care Executives (CCEs) using the information available. However, for unresolved queries / grievances, the service provider shall forward the cases to the concerned departments within the EdCIL using proper escalation mechanism. The escalation mechanism will be explained in details during the orientation training.

The Bidder shall be required to add new flows/ change prompts and publish these immediately in the IVRS without having to take the services down with no additional cost. e.g. Bidder may be asked to add a “User Satisfaction survey” in the IVRS flow so that the Caller can be guided to rate the interaction which he/she just had. Bidders are also required to take full understanding of the new CRM system to be implemented and shall be responsible to configure, access and use the same from their premises to provide uninterrupted Call Centre services.

* Note: - In future EdCIL may decide to include other languages. The same will be notified through official communication two (2) months in Advance. The selected service provider shall provide vernacular language agents of these languages at no extra cost to EdCIL.

(b) Handling outbound voice calls – Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by EdCIL.

The outbound calls shall also be provided in the same languages as listed above for Inbound Voice Calls.

The calls/scenarios that requires outbound dialling, will be explained in details during the orientation training or any later stage during the tenure of the contract.

(c) Inbound E-mails – The selected service shall reply to inbound emails received on **help.studyinindia@gov.in**, using EdCIL's email module. Emails shall only be answered in English. Any Non- English emails will be forwarded to concerned office of EdCIL using CRM or any other system made available to EdCIL, no cost will be given on such e-mails.

(d) Inbound Chats – The selected service shall reply to inbound chats received on any social media platforms (e.g. Facebook, Instagram, Twitter or any other platform), EdCIL's website, SII App, using EdCIL's application. Currently chats shall only be answered in English, however in future, other languages may also be introduced. The Bidder can develop and use Chat Bots intermingled with agents to answer student's queries.

(e) App store/ WhatsApp Comments - The selected Bidder shall review the Comments/ Queries received on App store/ WhatsApp Business number and provide resolution to queries/grievances etc. Currently, this facility is not available but SII may plan to introduce the same in future.

(f) End to end responsibility – The Bidder shall take end-to-end responsibility to close the loop with different entities that may have to come together to provide a resolution to Customer queries through proactive follow-up. The Service Provider shall work jointly with EdCIL to identify problem and queries for which the current Standard Response Template (SRTs) or FAQs do not provide any answers. These may be shared with EdCIL on regular basis and new SRTs or FAQs may be prepared by coordinating with EdCIL. The Service Provider shall also work closely with EdCIL in developing work flow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolver groups. Bidder shall interact with the identified resolver groups and assume responsibility for driving closure of open queries and grievances from different stakeholders.

A review meeting with Senior Operations member may be called upon from time to time. It is clarified here that EdCIL shall not make any additional payment in respect for any travel made for this purpose before or after the bid.

If it is observed that any CCE/team leader has misbehaved with a caller on telephone/chat/email etc. or if a complaint is received against any of the team member or if his/her performance is found to be lacking in the opinion of EdCIL, EdCIL may instruct the selected bidder to remove such person immediately and provide replacement within 1 week.

(g) Toll free number to be arranged / provided – The service provider will help EdCIL in getting / arranging toll free number for all over the world

(h) Dashboard Control on the Website - The selected service provider should be able to track the individual logged in to 'Study in India' website on a real time basis. In order to take the conversion rate to 100 percent, respective executive tracking the website will immediately contact the individual and give him counselling advise.

7.1.1 Functional Scope

- Design, development, testing, maintenance and deployment of call centre solution as per call flow and content provided by EdCIL
- Caller Identification through Caller Line Identification (CLI) and support intelligent call routing
- Web Module development (MIS Reporting & Dash Board)
- Support, Maintenance and Change management.
- Manning the Agent positions through a partner organisation

7.1.2 Features

- Personalized & Multi-Level IVR
- CRM Integration
- Analytical Dashboard Control
- Omnichannel Customer services
- CMMI level 3/4/5 certification
- 3-way Calling and Call Recording (100%)
- Call Pulling
- Live Call Coaching/ Call whisper
- Click to chat and Email Support
- Call Back Reminders
- Agent calls for both inbound and outbound processes along with social media management
- Adopting best practices on other call centres handling overseas student acquisition and welfare
- Support in English Language

Dedicated teams to be created for Technical Complaints (Website Issue like filling of data), Social media management (Facebook queries tracking and follow-up, Twitter handling for queries, posting of updated and latest news on Facebook, Twitter and Instagram)

Tentative Timing & Skill set arrangement:

Full-time Equivalent Arrangement			
Shift Timings	Inbound	Outbound	Social Media Handling
Morning Shift (06:00 AM to 02:00 PM)	2	2	1
Evening Shift (02:00 PM to 10:00 PM)	2	2	1
Night Shift (10:00 PM to 6:00 AM)	1	1	0
* All timings mentioned in IST			

Maximum Average Handling Time (in secs) allowed is as follows:

Parameter	Inbound	Outbound
Average Handling Time (AHT)	180	300

Current Volume (Approx.)	Inbound	Outbound
Average No. of calls offered daily	300	600+
Average No. of Emails daily	300	2000
Average No. of Chats daily	300-350	

Coordination regarding installation, transfer, routing, mapping, and troubleshooting of the toll-free number as well as PRI lines shall be handled by the bidder. Any document/ letter in this regard will be issued by EdCIL (India) Limited.

7.2 Infrastructure and Technology

The selected Bidder shall provide Call Centre services on an outsourced model i.e. from its premises. Cost of the entire necessary infrastructure such as Dialler/CRM, Telephony, office space, workstation, soft phone, headsets, connectivity etc. shall be borne by the Bidder.

The selected Bidder shall arrange to provide and integrate the required MPLS lines to EdCIL's Main Data Centre and EdCIL's Disaster Recovery Centre. EdCIL shall provide access to EdCIL's applications to the selected Bidder via MPLS lines from EdCIL's Data Centre.

In-built Contact Centre analytics: To streamline workflows and extract insights that drive better, faster service, to anticipate customer needs for more personalized interactions.

All the expenses in running the Call Centre operations shall be borne by the bidder. The selected Bidder shall be responsible for procurement and deployment of the all the necessary servers, storage space, media gateway, routers, infrastructure etc. and Software to run the services as mentioned in the scope document.

S. No	Area	Responsibilities of Successful Bidder
1	Call Centre Infrastructure: <ul style="list-style-type: none"> • Office space for Call Centre operations • Headsets • Telephone Instruments • Desktop • Other applicable infrastructure components, CCTV, etc. 	To Arrange
2	CRM Application	Implementation, propose and Customization
3	IVRS	Implementation, Customization and Support
4	ACD	To provide
5	Call barging and recording software	To provide
6	PRI Lines	To provide
7	Toll free number	To arrange/To be carry forwarded from the existing agency
8	Network Connectivity (MPLS) (between Call Centre and EdCIL's DC)	Technical Integration

Any component (service/ hardware/Software) that is not explicitly mentioned in the table above is to be provided by the successful bidder for smooth and adequate running of the Call Centre.

7.2.2 Interactive Voice Response System (IVRS)

- i. When a call lands on the CC system, the caller should be greeted with a pre-recorded welcome note
- ii. It should support voice and DTMF (touch tone shortcuts that can be used in sequence) signalling based menu service. Caller can access the information more quickly or opt to talk to CCE, without having to "drill down" through the menu structure with every call
- iii. There should be an option available to the caller to opt for talking to CCE by pressing predefined digit any time during the IVRS announcements
- iv. It should retrieve CCE availability from Automatic Call Distribution and announce to the caller the expected wait time to talk to an available CCE.
- v. The caller can be given the option to wait in the queue or request a call-back

vi. It should have ability to add multiple awareness messages on the IVR system.

vii. There shall be a provision of scalability of IVRS so that over a period of time it will take care of maximum functionalities of the Call Centre (feasible through IVRS) under this Project.

7.2.3 Automatic Call Distributor (ACD)

ACD distributes incoming calls to CCEs as they are received. It should be pre integrated with the IVR with at least below features and selected bidder may propose additional features:

i. Handle high call volumes efficiently

ii. Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)

iii. Provide highly configurable system for adding/removing users, assigning users to different queues

iv. Allow calls to be transferred within the Call Centre with call data attached

v. Support relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold

vi. Skill based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.

vii. System should be able to intelligently route the callers to CCE's as defined by the administration

viii. System should announce the queue waiting time for the caller before getting attended by an CCEs

7.2.4 Computer Telephone Integration (CTI)

i. The IVR shall be able to link ACD, IVR, call recording etc. to information held on a CRM database about the inbound caller. Call events should be handled from the system such as hold, conference, transfer etc

ii. It shall be interfaced with the Core system of SII so as to send/receive data which needs to be populated

iii. It should be suitably integrated with CRM and other communication media (phone/email/SMS) to send/receive data which needs to be populated on CCE screen and must also update the IVRS usage details into the CRM as the caller traverses through the IVRS and reaches the CCE

iii. CTI should perform following functions including but not limited to: -

a) It should indicate that the call has entered the setup phase

b) Call is connected or delivered to CCE when the call starts ringing

c) Call establishes when call is answered

- d) Call is cleared when the voice connection is terminated
- e) Call is completely ended when the logical call appearance (including call data) is complete
- f) Call can be moved from the active to held state or the call is removed from hold
- g) Call can be transferred to another CCE
- h) IVRS solution should have capability to transfer the internal and external calls.

7.2.5 CRM Application

Bidder will implement, propose and customize CRM application which can be used for integrating it to CTI and suggest any essential enhancements to the application. Minimum Features of CRM Application proposed are mentioned below, bidder may propose additional features:

- i. The CRM functionality shall support relevant screen pop-ups, to the agent along with the details of the previous calls during the last 30 days, on the agents' desktop on the basis of CLI, DNIS etc. The agent application shall be GUI based.
- ii. CRM shall be capable to support SMS, Email, and Web based complaint lodging/giving feedback/registration of new services feature. Adequate number of agents shall be deployed to cater for the same so as to ensure that satisfactory response is given within stipulated time via SMS/email call back, as defined by EdCIL & Service Provider jointly.
- iii. Agent should capture/ order/ feedback/ log every query/ input in the CRM system which should be easily accessible by EdCIL Officials. CRM should also support report generation on the same.
- iv. All other standard/ application software required to run the Call Centre and meet SLAs shall be developed or provided by the Service Provider.
- v. Service Provider shall provide enterprise class CRM application.
- vi. CRM functionality shall also be capable of taking caller satisfaction feedback on SMS or IVRS. CRM shall be capable of generating SMS in respect of a sample of callers (such as 5th caller who spoke to agent), to get a feedback about quality of response and satisfaction level. For landline user's caller satisfaction feedback can be taken over IVRS. This feature shall be used to assess the quality of Call Centre service.
- vii. Service Provider is responsible to make necessary arrangements to access APIs, Web links in the desktop of CCA, Level 2 and its back-end team.
- viii. The Service Provider is responsible for maintenance, up gradation and handling of downtime of CRM software and its server.
- ix. Calls landing at CCA's desk should be audible along with visual alerts. Caller related information such as location with address field, caller's number etc. should be displayed on the desktop screen. Location of caller should reflect on map section of the CRM.

7.2.6 Artificial intelligence (AI) bots / virtual agents

- The selected Bidder shall leverage artificial intelligence (AI)/Machine Learning (ML), big data, real-time analytics and automation and continuously experimenting with the scope of these technologies.
- Develop and operationalize Virtual agents/ AI Chatbots, to reduce customer, wait time.
- Speech Recognition: To provide speedy, effective responses to customers in an automated yet natural manner.

7.2.7 Data Storage and Archival

The operational data such as Call, Chat, emails etc. being generated during the operational period will be properly stored and archived for at least 180 days as per the industry standard practices to be used for as per the requirement.

Also, Data storage should log at least the following information:

- a. Date
- b. Time
- c. Call Duration
- d. CCE ID
- e. Caller Number
- f. Service Request Number
- g. Number dialled for Inbound/ Outbound calls
- h. Call Rejection status by CCE/ Caller
- i. Inbound/ Outbound Identifier – System Generated

The Selected Bidder shall take and enable all required Security Measures at every stage to protect the intellectual property. Support staff is required to ensure that the agents and other team members follow the policies of the organization and agents trying to breach are liable to face termination. All authorized staff shall be provided with unique password to ensure that unauthorized employees do not access the client's data.

All the data or information is delivered to the client when requested or to someone we designate. Use and disclosure of the client's data/ information only to the extent necessary to perform the work required to assist. The Selected Bidder is required to comply with relevant policies of the client to ensure data security.

7.3 Resource On-Boarding

The service provider must deploy adequately skilled and trained resources for answering to contacting student/parents, to provide a consistent and high-quality experience along with a high percentage of first-time resolution (FTR).

- Agent Skill Set: - Minimum Graduate with minimum 1 year of contact centre experience. Since process requirement is to handle international students, selected agent should be of Versant 4/5.

- Biometric attendance for all manpower should be shared with Study in India as softcopy and hardcopy (both) to reconcile the manpower attendance along with CRM login details of CCAs.
- Service Provider should create a training SoP along with a dynamic knowledge portal regularly vetted by Study in India and provide a dedicated Training Manager for process related training and job knowledge to all type of team engaged in process. Deployed trainer also needs to prepare and constantly update training documents and schedule training programmes and refresher programmes in coordination with Study in India officials.
- Service Provider should provide a dedicated Call Quality Analyst/Manager and two Call Quality Lead/Executive for call audits and other quality check related activities.
- The Service Provider must offer application for rapid notification and mass broadcast, Complaint closure confirmation through SMS, e-mail, Voice channels or WhatsApp Chat bot as per requirement of Study in India.

It is clarified here that EdCIL shall not make any additional payment in respect of Team Managers/Supervisor etc. deployed by the selected Bidder for taking escalations, supervision and control of CCEs calls on the floor.

All CCEs will handle all the queries/complaints received at Call Centre, however Bidder is free to form special groups of skilled CCEs to handle different set of queries/complaints for different categories like Registration process, Counselling/ Admission process, On-boarding process, Queries related to SII Partner Institutes etc.

All resources involved with EdCIL Call Centre operations will adhere with EdCIL security guidelines. Selected Bidder has to ensure that none of the agents leaks any data of any student/ candidate.

*Selected Bidder must sign a **non-disclosure agreement** with EdCIL in this regard. The selected bidder shall submit an undertaking with the periodic invoice declaring the compliance to minimum manpower profile.*

EdCIL shall provide in- house training to call centre executives periodically, as mutually agreed, as follows:

7.3.1 Orientation Training

Post Issuance of LOA to the selected service provider, EdCIL will conduct an orientation workshop either at EdCIL's premises or service provider's site as decided by EdCIL to provide process training related to 'Study in India'. The training will be primarily on a "Train the Trainer" basis but all the key resources identified is required to be present during this orientation. The service providers are free to include other members associated with 'Study in India' in the workshop.

Below will be the tentative agenda of the training: -

Topics

1. Introduction to 'Study in India'
2. Education system in India – Structural Analysis
3. Participating institutes, their curriculum, location – detailed Knowledge Transfer sessions
4. SII – Website Handling
5. SII – Social Media Handling
6. CRM – Storage of database

It is expected that Service Provider will approach EdCIL for confirming resource availability and scheduling this training timely, post LOA, to commence the services as per the guidelines mentioned in the tender document. The orientation workshop will help the selected service provider for smooth roll out of the initial batches.

EdCIL may share first version of training module with Service provider during/after orientation training. Thereafter, based on the workshop, EdCIL Training Module and Service Provider's internal requirements, the selected service provider is expected to develop a training module & a test process for on-boarding of future resources and submit the same to EdCIL for review and approval within one calendar month of go-live date. EdCIL will review and approve the training module and the test process. In case of any changes suggested by EdCIL, changes shall be incorporated and submitted to EdCIL within 15 days from the date of suggestion. It should be revised and submitted for approval every quarter, if required.

'Study in India' is a dynamic part of EdCIL (India) Limited and Standard Response templates (SRTs) may require to be changed very frequently which will be communicated to Service provider on need basis. Subsequently, Service provider shall update the training modules and impart internal trainings to Agents on the floor.

7.3.2 On-Job Training

The selected service provider shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include call y-jacking, shadow resource, continuous monitoring, call audits and feedback etc. The period for on-job training for each resource should be of at least 5 days' post clearing the training evaluation test. During the on-job training it is mandatory that the SEs/Sr. SEs are required to handle live calls at least for 2 hours every day.

7.3.3 Re-Fresher Training

As and when new process updates are available, EdCIL may conduct re-fresher trainings for the selected service provider. The said trainings may happen at EdCIL's premises or service provider's site as decided by EdCIL to conduct the training. The re-fresher training will be on a "Train the Trainer" basis.

If the training is organized at any one of EdCIL's offices, the trainers from the selected service provider is required to travel to that location. EdCIL will try to intimate the service provider at least 7 days prior to training date, for necessary travel arrangements; however, the selected service provider may also be prepared for immediate attendance to the re-fresher training program announced by EdCIL.

It is clarified here that EdCIL shall not make any additional payment in respect for any travel made for this purpose.

As and when new process updates are available, all SEs and Sr. SEs are required to mandatorily complete the re-fresher training course within a weeks' time. Service provider shall provide an undertaking to EdCIL post completion of training of all SEs/Resources.

The training module & the test process should be updated by Service provider's training team based on the knowledge imparted by EdCIL during re-fresher course(s) and a copy of updated training material and test sheets shall be shared with EdCIL.

7.4 Quality Assurance

The selected Bidder is expected to deploy dedicated quality assurance team for entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team should have the facility of remote call listening. The quality assurance team is responsible for the following, but not limited to: -

- a. Ensuring that the resources deployed are in confirmation to minimum qualification set out in 'RESOURCE ON-BOARDING' in this section.
- b. Monitoring at least 70% calls of all the Sr. CCEs/CCEs during on-job training.
- c. Monitoring the performance of Sr. CCEs/CCEs on the basis of EdCIL provided Quality Template by reviewing at-least 45 calls or 45 emails (in case of email agents) or 45 Chats per Sr. CCEs/CCEs per month.
- d. Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this TENDER.
- e. Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with EdCIL.
- f. Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improve in-house operations as well as provide analysis to SII for issues being faced by Students/ Parents/ Counsellors etc.

g. The Quality template having specific quality parameters will be shared with the selected service provider only.

7.5 Change Management

Following changes (but not limited to) shall come under the ambit of change management process:

- i. Change pertaining to call centre capacity
- ii. Change pertaining to SLA parameters
- iii. Change in Dashboard and various reports
- iv. IVRS and content changes
- v. Change in any other project related aspect as decided by the Joint Committee

Such changes during the term of this agreement may be requested, documented and negotiated in good faith by both parties. The changes in above parameters as mentioned in the TENDER can be modified based on past data and project requirement during the course of the contract.

7.6 Reporting & Analytics

The selected Bidder shall provide a dedicated reporting/ Analytics team to prepare and maintain performance dashboard of the SII Operations, this shall include (but not limited to) all the KPI/ SLA parameters mentioned in this TENDER. This reporting/MIS team may or may not be dedicatedly assigned for SII operations

The first cut of the performance dashboard shall be prepared and submitted to EdCIL for review within 15 days of going-live, this shall contain all the operational SLAs and KPIs mentioned in this TENDER. EdCIL shall provide the feedback and suggestions on this performance Dashboard and the Bidder should implement and submit the revised dashboard within the defined timeline. The performance dashboard should be finalized within 60 days from the date of go-live as per EdCIL's feedback and expectations. It may be noted that the performance dashboard may be upgraded from time to time as per the project requirements and the bidder should implement those with no additional cost.

The reporting/ Analytics team shall record 100% in-bound as well out-bound calls for audit trail for six months & retrieving & making available the data as & when required by EdCIL.

In addition, the Bidder should also be capable of generating Adhoc/ customized reports/ MIS as per SII's requirement such as:

S. No	MIS (Management Information Systems) Report
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1	MIS shall generate reports based on: - a) Type of queries/grievances b) Repeat Request/Complaints c) Detailed Analytics on all the SLA's, reasons for non-compliance, call statistics e.g., time wise etc.
2	It shall generate different types of reports on Number of calls: - a) Total Number of Calls- Inbound/ Outbound b) Number of Calls Diverted to Call Centre CCE's from IVR c) Number of calls dropped on the IVR stage
3	It shall generate Queue analysis reports. The below mentioned queue analysis list is including but not limited to: - a) Number of Waiting Calls b) Average Call Time c) Average Waiting Time d) Abandoned Calls
4	It shall generate CCE reports (Summary for All the CCE's, and Detailed by each CCE's): a) Login & Logout Time b) Average Speed of Answer Time c) Average Talk Time d) Average Handling Time e) Average Hold Time f) Average Wrap up time g) Number of Dropped Calls before/after Pickup h) Idle Time i) No answer j) No. of Emails Received and Answered
5	It shall provide flexible report formats, in xls, web interface or any other user-friendly structure including graphics from time to time. All reports may be validated by a third-party auditor.

The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of EdCIL from time to time. The report should be configurable to be e-mailed to a defined mailing list.

7.7 Continuous Improvement

Bidder shall be required to prepare Knowledge base for frequently reported problems along with the resolution steps/solutions with EdCIL's/Development partner's help.

On a monthly basis, bidder shall carry out the analysis of the calls (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. Bidder shall submit a report to EdCIL with the

analysis and provide inputs to EdCIL. The objective of the analysis shall be to address the repeat incidents and enhance the delivery of services to the end users.

Bidder shall prepare and submit reports to SII team as per the mutually agreed reporting structure. These reports shall include but not limiting to the following:

- a. Incident logs (category, severity and status of call etc.)
- b. Incidents escalated
- c. SLA compliance/non-compliance report with reasons for non-compliance
- d. Detailed analysis of the calls containing opportunities of automation, trainings, FAQs, etc.
- e. CCE utilization reports
- f. MIS reports (as mentioned above)

7.8 SOCIAL MEDIA MANAGEMENT

1. Provide Comprehensive, Enterprise wide & Professional Social Media management to EdCIL (India) Limited.
2. The Bidder shall maintain/entertain the queries of students/parents on "Study in India" official Facebook Page & Twitter Profiles and create similar Official Profiles on You Tube Channel, Google plus, LinkedIn, Instagram, Wikipedia, etc. or any other upcoming social media platform during the course of contract and hence set up a complete social networking management system for EdCIL and manage the same by deploying requisite number of persons with requisite qualifications and skills-set. Bidder should study EdCIL process & personally interact with various EdCIL departments to manage social Media platforms of EdCIL.
3. Respond to queries/comments of citizens on Social Media Platforms after taking due approval from the concerned authority at EdCIL. Feedback, messages and any other important communication received from visitors to the sites should be acknowledge immediately or for specific response should be forwarded to the officials concerned directly from time to time.
4. Provide time-to-time recommendation to EdCIL on relevant content /posts to be updated on the social media platforms.
5. Provide detailed analytics about Social Media activities related to EdCIL. Submission of weekly competitive analysis and activities of other educational consultancy companies
6. Professional Support for any other activities /services/requirements relevant to the Social Media assignments.

7. Generate buzz/ Awareness about EdCIL's initiatives and effectively inform maximum citizens (from 42 target countries).

7.9 Roles and Responsibilities

7.9.1 Responsibilities of Selected Bidder

- Handling inbound calls and call routing mechanism to Call Centre post IVR treatment (Agent transfer through DID or VDN numbers) to partner selected by EdCIL (to be facilitated by its partner)
- Design, development, installation, integration and maintenance of the IVRS & contact centre application/dashboard for EdCIL to track & monitor
- Providing CTI interface, Hardware and software Licenses and database associated with the hardware
- Installation, integration and maintenance of all hardware and operating systems associated with running IVRS and web-based application.
- Proactive monitoring and support of the installed portal during contract period through remote monitoring and also through onsite personal as required.
- Provision of necessary instructions for termination of SIP trunk lines and toll-free numbers from Telco MSCs to contact centre premises for use with the proposed system (however the call routing from selected operator for toll-free & associated costs from Toll-Free from respective countries will be responsibility of EdCIL – as the proposed numbers are owned by them)
- Proactive monitoring and support of the installed portal during contract period through remote monitoring and also through onsite personal as required.
- Trouble-shooting and bug fixes during contract period.
- Admin can view the agent login details and can add/ modify/ delete the agent details.
- After working hours IVR will log the customer mobile numbers.
- Call back option provided to outbound Agent.
- Data upload option available as per the requirement (To upload the customer / prospective student details from excel Sheet)

- Proactive monitoring and support of the installed portal during contract period through onsite personal as required.
- Trouble-shooting and bug fixes during contract period.
- Provide MIS reports as mutually agreed upon in the project kick off meeting.

7.9.2 Responsibilities of EdCIL

- EdCIL shall provide live / updated content to be served using the system or as required (mainly colleges, courses, facilities etc.) as organized content. Also help in training & designing the scripts for the agents to handle inbound queries and make outbound calls.
- EdCIL shall facilitate all necessary data connectivity (mail-servers of SII) required for operations, if required, to the database/subsystem (installed with EdCIL) for providing the required service.
- EdCIL will only facilitate the identification of appropriate agency / partner who can provide the services in respective countries (or Globally). The successful bidder shall negotiate and manage the Toll-Free set-up created in each country (or Global toll-free) and make timely payment etc.
- Providing approved content for communication with third party SMS gateway for sending SMS to callers / prospective students
- EdCIL would dedicate the necessary technical and functional staff to this project. And should designate a single-contact person to facilitate interaction with Project Manager to take decisions on the execution of project in timely manner.
- EdCIL will respond to any queries, sign offs submissions within reasonable time of receiving such requests and / or documents in any form and / or format (viz., email, hard copy, soft copy).
- EdCIL will provide live / updated content to be served using the system or as required (mainly colleges, courses, facilities etc.) as organized content. Also help in training & designing the scripts for the agents to handle inbound queries and make outbound calls.
- EdCIL will facilitate all necessary data connectivity required for operations, if required, to the database/subsystem (installed with EdCIL) for providing the required service is outside EdCIL
- Providing approved content for communication with third party SMS gateway for sending SMS to callers / prospective students

- EdCIL would dedicate the necessary technical and functional staff to this project and should designate a single-contact person to facilitate interaction with Call centre Project Manager to take decisions on the execution of project in timely manner.
- EdCIL will commence and complete User Acceptance Test (UAT) within one week of completion of installation.
- Any delay in any of the above will have an impact on the implementation timeline and / or change in project investment.

8 Key Personnel

8.1 Positions identified for Key personnel

S. No.	Profile	Nos	Experience	Documents Required
1	Supervisor/ Team Lead	3	<p>Must be certified from NASSCOM (or similar Certification agency)</p> <p>Should have at least 4 years' experience in a Call Centre or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p>	CV as per ANNEXURE I: Form 10 (CV of Key Personnel) and certified by Authorized signatory of Bidder
2	Call Centre Executives	9	<p>Should be trained on Customer Operations Performance Centre (COPC)</p> <p>Should have at least 3 years' experience in training in the field of soft skills and communications</p> <p>Should have effective problem solving and decision-making skills.</p> <p>Proficient in handling Call Centre tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; preferred.</p>	CV as per ANNEXURE I: Form 10 (CV of Key Personnel) and certified by Authorized signatory of Bidder

8.2 Initial Composition; Full Time Obligation; Continuity of Personnel

- 1) Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- 2) Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel to incentivize them to remain in Bidder's employment.
- 3) Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from Purchaser that would have the same effect):
 - a) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - b) without Purchaser's prior written consent.
- 4) Bidder shall promptly notify Purchaser of its intention to re-hire any member of the Key Personnel who had resigned from Bidder in the previous 12-month period. Purchaser shall have the right to request that any member of the Key Personnel who resigns and is re-hired by Bidder within 12 months of the resignation date be re-assigned to the provision of the Services.

8.3 Replacement

- 1) In case the resource has resigned then the Bidder must inform the Purchaser within one week of such resignation.
- 2) Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 7 days, subject to reasonable extensions requested by Bidder of Purchaser
- 3) Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Purchaser with:
 - a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
 - b) an opportunity to interview the candidate.
- 4) The Bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this TENDER document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify Bidder within ten days after its interview (or if Purchaser does not request an interview within ten working days after Bidder has provided the information, then it would be deemed as accepted).

- 5) If Purchaser does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- 6) The Bidder must ensure at least 4 weeks of overlap period in such replacements

8.4 High Attrition

- 1) Manpower attrition at the call center should not be more than 5% of overall manpower per month. If the attrition rate exceeds 5% for more than two (2) consecutive months then a penalty of 0.5% will be imposed to Service Provider and will be deducted from the total invoice value starting from the second month onwards
- 2) If in the first 6-month period from the Contract Effective Date or in any rolling 12 months period during the Term, 50 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Purchaser's prior written consent, Bidder shall provide Purchaser with a reasonably detailed explanation as to the reasons for such change
- 3) If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, the Purchaser reserves the right to impose penalties as per ANNEXURE V: Service Level Agreement

9 Payment Terms

- 1) The agency will be paid the total fee quoted by them for 1 year (as per the format specified in ANNEXURE III Form 2: Financial Proposal) in 12 equated monthly instalments over the period of contract utilized by the Purchaser during the contract period

Monthly Payment Model

	No. of Executives Required	No. of days/week	Duration (Hrs)/ day	Rate per personnel (in INR)	Total Cost
Manpower	9 Agents	7	8 hours shift wise		
	3 (Supervisor/ Team Lead)	7	8		

#Number of agents will be defined as per details mentioned in Scope of Work under heading “**Tentative Timing & Skill Set arrangement**”

##Given the potential of the mega-scheme the requirement of manpower may increase considerably in phased manner. The bidder should be able to increase the quantity up-to 200 % during the currency of the agreement. EdCIL reserves the right to alter the contract by (+/-) 50 % of man-months duration.

- 2) The agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement.
- 3) The invoices should be submitted along with complete details of the work undertaken during the month and complete details of any additional work done by the agency

- 4) For determining the value of any additional work, as specified above, agency shall make use of the per unit rates submitted by them during the commercial evaluation stage, as per the format specified in ANNEXURE III Form 2: Financial Proposal
- 5) The final payment shall be released only after completion of the required work and on submission of a statement of work having been executed as per the requirements detailed in the TENDER document, or communicated subsequently by EdCIL
- 6) The payments are subject to adherence of SLAs and imposition of penalties as mentioned in the TENDER
- 7) No advance payment will be considered by EdCIL.
- 8) For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank, Branch and account number (i.e. bank names, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency
- 9) GST as applicable shall be payable by EdCIL

10 Fraud and Corrupt Practices

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder's Proposal.
- 2) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11 Conflict of Interest

- 1) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 2) The Purchaser requires that the Agency provides solutions which at all times hold the Purchaser's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- 3) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 4) the Bidder, or Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder,

Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- b) a proportionate basis: provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- c) a constituent of such Bidder is also a constituent of another Bidder; or
- d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or

12 ANNEXURE I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the TENDER using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting Declaration

Form 4: Conflict of Interest

Forms to be used in Technical Proposal

Form 6: Compliance Sheet for Technical Proposal

Form 7: Letter of Proposal

Form 8: Project Citation Format

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deviations

Form 1: Compliance Sheet for Pre-qualification Proposal

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Ref. Pg.
1.	<p>a) The Bidder should be a company registered in India under the Indian Companies Act or a registered partnership company / proprietorship firm / society and existing for the past 3 years as on 31st March 2024.</p> <p>b) Registered with the GST Authorities</p> <p>c) Company should have a valid PAN number</p> <p>d) The bidder or its wholly owned subsidiary providing BPO/Call Centre services or the parent company of whom the bidder is a wholly owned subsidiary providing BPO/Call Centre services, must have registered itself with Department of Telecommunication (DoT) as call Centre</p>	<ul style="list-style-type: none"> • In case the Bidder(s) is/are a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA and Memorandum & Articles of Association. In case the Bidder(s) is/are a registered partnership company / proprietorship firm / society, they should produce a copy of the partnership agreement • Copy of GST Registration certificate issued by GSTN authorities • Copy of PAN Card • Copy of valid DOT certificate for the proposed sites by the bidder (Optional). 	
2.	The Bidder's average annual turnover in India should be at least INR 15 crores during the previous 3 financial years (i.e. 2021 - 2022, 2022-2023 and 2023 - 2024)	<p>Audited/ Certified financial statements & annual report for (i.e. 2021-2022, 2022-2023 and 2023 - 2024).</p> <p>In case revenue from core Call Centre operations (inbound /outbound) is not mentioned explicitly, a certificate from the CA of the company quantifying the revenue.</p>	
3.	The Bidder shall have a positive net worth (after tax) for the 3 financial years (i.e. (i.e. 2021-2022, 2022-2023 and 2023 - 2024)	Statutory auditor's/ CA's certificate mentioning registered net profit along with copy of audited balance sheets and profit and loss accounts.	
4.	The Bidder must have a minimum of 3 years of experience in setting up and carrying out operations of call centre.	<ul style="list-style-type: none"> • Statutory auditor's/ CA's certificate for validating experience details • Experience details as per the format specified in ANNEXURE I: Form 8 (Project Citation Format) 	
5	The Bidder must have completed at least three (03) projects out of which One must be Call Centre project(s) for Central/state Govt., during last 3 years (as on 31st March 2024).	Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client.	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Ref. Pg.
		In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder	
6	The Bidder should be a profitable organization (i.e. Profit After Tax (PAT) > 0), in the last 3 financial years i.e. FY 2021-22, 2022- 23 and 2023-24.	Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). No website downloads or link to be provided.	
7	The bidder to provide an undertaking that the IVRS system developed/provided by them has a per day capacity of delivering and managing >= 1,00,000 (1 Lakh) number of IVRS Blast Calls (Occasional Campaign base requirement specific to a scheme). These IVRS Blast calls are automated and pre-recorded in nature and do not require a human intervention	Undertaking from the authorized signatory in-verbatim as per the criteria stated	
8	The Bidder should not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason or convicted of any economic offense in India for any reason as on the last date of submission of the bid	Affidavit for not being blacklisted, signed by the authorised signatory of the Bidder(s) as per ANNEXURE i: Form 3	
9	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted as per ANNEXURE I: Form 4	
10	Board Resolution and Power of Attorney, in the name of person signing the Bid (in case of consortium, authorized representative of lead partner of the consortium), authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution and Power of Attorney	

Form 2: Particulars of the Bidder

S. No.	Bidder Details	Response
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Non-Blacklisting Declaration

(On non-judicial stamp paper of INR 100)

To:

General Manager (HR & Admin)
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

Subject: Declaration of non-blacklisting for selection of an agency for Setting up and Carrying out Call Centre Operations for Study in India program

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for TENDER No: _____ dated _____ for providing consultancy services for Setting up and Carrying out Call Centre Operations for Study in India. In accordance with the above we declare that:

- a) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment
- b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

Date

Location

Form 4: Conflict of Interest

To,

General Manager (HR & Admin)
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

Subject: Declaration of no conflict of interest for selection of an agency for Setting up and Carrying out Call Centre Operations for Study in India program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for Setting up and Carrying out Call Centre Operations for Study in India program pursuant to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare the following:

- a) We will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL (India) Ltd, 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
- b) We further undertake that we have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL (India) Ltd or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government
- c) We further confirm and declare that we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to EdCIL (India) Ltd or any of its functionaries, whether officially or unofficially to the award of the contract to us, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation
- d) We, 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 EdCIL (India) Ltd 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
- e) We 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

- f) We will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities
- g) We shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by us as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier
- h) We also undertake to exercise due and adequate care lest any such information is divulged
- i) We commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
- j) We shall not instigate or cause to instigate any third person to commit any of the actions mentioned above
- k) If any employee of ours or any person acting on behalf of us, either directly or indirectly, is a relative of any of the officers of EdCIL (India) Ltd, or alternatively, if any relative of an officer of EdCIL (India) Ltd who is involved in the bid process has financial interest/stake in our firm, the same shall be disclosed by us at the time of filing of tender
- l) We shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of EdCIL (India) Ltd
- m) For the purposes of clauses (k) and (l), the listed words shall have the ascribed meanings as follows:
 - “Employee of ours or any person acting on behalf of us” means only those persons acting on behalf of us who are involved in the bid process / Project
 - “officers/employee of ours”, means only those persons who are involved in the bid process / Project
 - “Financial interest/stake in our firm” excludes investment in securities of listed companies

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 5: Compliance Sheet for Technical Proposal

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
1.	Prior experience of the Bidder		
1. a)	<p>The Bidder's experience in Call Centre Operations as on 31.03.2024.</p> <ul style="list-style-type: none"> • ≥ 3 < 5 Years – 2 Marks • ≥ 5 < 7 Years – 3 Marks • ≥ 7 < 10 Years – 4 Marks • ≥10 years – 5 Marks 	Certificate of Incorporation/ registration in the Call Centre operations	
1. b)	<p>The Bidder's average annual turnover from Call Centre Voice Operations globally, during the previous three financial years (i.e. 2021-2022, 2022-2023 and 2023 - 2024)</p> <ul style="list-style-type: none"> • ≥ 15 < 20 Crores - 3 Mark • ≥ 20 < 30 Crores – 4 Marks • ≥ 30 Crores – 5 Marks 	CA Certificate for the turnover from Call Centre voice operations is required	
1. c)	<p>The bidder must have successfully "completed" operation Call Centre project(s) as on 31.03.2024 in the last 3 completed financial years:</p> <ul style="list-style-type: none"> • Minimum 3 projects– 6 Marks • 4-6 projects– 8 marks • >6 projects– 10 marks 	<p>Copies of relevant work orders in the name of the bidding agency for such projects handled in the last 5 completed financial years should be submitted along with the technical bid.</p> <p>Satisfactory work completion certificate wherever work is complete.</p>	
1. d)	<p>The bidder must have successfully "completed" operation Call Centre project(s) with Central Govt. /State Govt/PSU as on 31.03.2024 in the last 3 completed financial years:</p> <ul style="list-style-type: none"> • 1 project – 3 Marks • 2 projects – 4 marks • more than 3 projects – 5 marks 	<p>Copies of relevant work orders in the name of the bidding agency for such projects handled in the last 5 completed financial years should be submitted along with the technical bid.</p> <p>Satisfactory work completion certificate wherever work is complete.</p>	

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
1. e)	<p>The Bidder must have at least 500 agents employed in delivering contact centre voice operations as on 31.03.2024.</p> <ul style="list-style-type: none"> • 500 - 1000 agents – 3 marks • 1001- 1500 agents – 4 marks • Above 1501 agents – 5 marks 	Self-certified copies of the relevant documents	
1. f)	<p>The Bidder should have at least 250 in-bound voice contact centre seats operational at a single location in India as on 31.03.2020.</p> <p>250 - 500 seats – 3 marks 501 – 750 seats – 4 marks Above 751 seats – 5 marks</p>	Self-certified copies of the relevant documents	
1. g)	<p>Experience in managing Call Centre operations for inbound/outbound calls (Domestic and International)</p> <ul style="list-style-type: none"> • Only Domestic – 3 Marks • Domestic and International – 7 Marks 	Self-certified copies of the relevant documents	
1. h)	<p>Experience in handling inbound/outbound calls in English language with a daily average of 3000 calls in total.</p> <ul style="list-style-type: none"> • 3000-6000 calls/day – 3 Marks • Above 6000 calls/day – 5 Marks 	Copies of the relevant documents where calls were handled with respect to a certain project completed.	
2.	Project team and Experience key personnel		

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
2. a)	<p>The Bidder should have at least 75 Team Managers (TM) / Team Lead (TL), with following qualification:</p> <p>Must be a graduate or higher in any discipline</p> <p>Should be trained on Customer Operations Performance Centre (COPC)</p> <p>Should have at least 3 years' experience in a Call Centre or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision-making skills.</p> <p>Proficient in handling call centre tools, like CRM, CMS, etc.</p> <ul style="list-style-type: none"> •75 – 150 TM/TL – 1 mark • 151 – 225 TM/TL – 2 marks • Above 226 TM/TL – 5 marks 	Self-certified copies of the relevant manpower (TM/ TL) and CVs of such professionals (25 Nos) to be submitted with technical bid.	
2. b)	<p>The Bidder should have at least 20 Assistant Manager (AM) having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline.</p> <p>Must be certified from NASSCOM (or similar Certification agency)</p> <p>Should have at least 5 years' experience in a Call Centre or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision-making skills.</p>	Self-certified copies of the relevant manpower (AM) and CVs of such professionals (10 Nos) to be submitted with technical bid.	

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
	<p>Excellent writing, MIS, communication, time management and multi-tasking skills</p> <p>Shall have led a team of more than 25 direct/indirect people.</p> <p>Proficient in handling call centre tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; Mandatory.</p> <ul style="list-style-type: none"> • 20- 40 AM – 2 marks • 41 – 60 AM – 3 marks • Above 61 AM – 5 marks 		
2. c)	<p>The Bidder should have at least 25 Trainers having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline</p> <p>Should be trained on Customer Operations Performance Centre (COPC)</p> <p>Should have at least 3 years' experience in training in the field of soft skills and communications</p> <p>Should have effective problem solving and decision-making skills.</p> <p>Proficient in handling call centre tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; preferred.</p> <ul style="list-style-type: none"> • 25 – 75 trainers – 2 marks • 76 – 125 trainers – 3 marks • Above 126 trainers – 5 marks 	<p>Self-certified copies of the relevant manpower (Trainers) and CVs of such professionals (10 Nos) to be submitted with technical bid.</p>	

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
2. d)	<p>The Bidder should have at least 10 Quality Manager (QM) / Quality Evaluators (QE) having relevant experience, with following qualification:</p> <p>Must be a graduate or higher in any discipline</p> <p>Should have at least 3 years' experience in the field of quality assurance in a BPO industry.</p> <p>Should have effective problem solving and decision-making skills.</p> <ul style="list-style-type: none"> • 10 – 20 QM/QE – 1 mark • 21 – 40 QM/QE – 2 marks • Above 41 QM/QE – 3 marks 	Self-certified copies of the relevant manpower (QM/QE) and CVs of such professionals (10 Nos) to be submitted with technical bid.	
2. e)	<p>The Bidder should have at least 10 IT Security Manager having relevant experience (Should have at least 2 years' experience in IT Security Management Field)</p> <p>Must be a Graduate or Equivalent in any discipline. IT related course/certification would be preferred.</p> <ul style="list-style-type: none"> • 10 – 20 ITSM – 1 mark • 21 – 40 ITSM – 3 marks • Above 41 ITSM – 5 marks 	Self-certified copies of the relevant manpower (SM) and CVs of such professionals (10 No.) to be submitted with technical bid.	
3.	Presentation of Proposal to evaluation committee		
3. a)	Overall Implementation methodology		
3. b)	Methodology for performing business design and for quality control		

S. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
3. c)	Methodology of internal review mechanism of deliverables by the service provider	Presentation by the shortlisted agencies in front of the committee members nominated	
3. d)	The bidder needs to demonstrate/ provide two separate solutions: Proposed solution for initial transition i.e. to takeover operations from existing service provider 2. Proposed solution for exit management at the end of the plan. This must demonstrate the letter and spirit of migration to ensure minimal customer impact		
3. e)	Innovation and features beyond proposed requirements		
3. f)	Reporting Dashboard		
3. g)	Training and Capacity Building Plan		

Form 6: Letter of Proposal

To,

General Manager (HR & Admin)
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

Subject: Submission of the technical bid for selection of an agency for Setting up and Carrying out Call Centre Operations for Study in India program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for Setting up and Carrying out Call Centre Operations for Study in India program pursuant to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the TENDER document. We would hold the terms of our bid valid for 90 days as stipulated in the TENDER document.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 7: Project Citation Format

Sr. No.	Items	Details
General Information		
1.	Client Name	
2.	Name of the contact person and contact details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date: MM/YYYY End Date: MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
Size of the project		
7.	Total Cost of the project	
8.	Period of contract	
9. <i>Narrative Description of the Project</i>		
10. <i>Documentary Proof and necessary details</i>		
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>		

Bidder:

Signature -----

Name -----

Designation -----

Company Seal -----

Date -----

Form 8: Team Composition

Name of Staff	Qualification	Experience	Position Assigned

Form 9: CV of Key Personnel

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
10.	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</i>			
11.	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place Signature of the Authorized Signatory</p>			

Form 10: Deviations

<Location, Date>

To

General Manager (HR & Admin)
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

Subject: Deviations in TENDER for selection of an agency for Setting up and Carrying out Call Centre Operations for Study in India program

Dear Sir:

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Terms of Reference

Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

B – Any other areas

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

11.ANNEXURE II: Financial Proposal Templates

Form 1: Covering Letter

<Location, Date>

To

General Manager (HR & Admin)
EdCIL (India) Limited
18A, Sector 16A, Noida – 201301

Subject: Submission of the financial bid for selection of an agency Setting up and Carrying out Call Centre Operations for the 'Study in India' program

Dear Sir/Madam,

We, the undersigned, offer to provide services for Setting up and Carrying out Call Centre Operations for Study in India program in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of INR_____. This amount is exclusive of taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the TENDER documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.

We hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in this TENDER document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

	No. of Executives Required	No. of days/week	Duration (Hrs)/ day	Rate per personnel (in INR – Exclusive of all Taxes)	Total Amount (in INR – Exclusive of all Taxes)
Manpower	09 Agents	7	8 hours Shift-Wise		
	03 (Supervisor/team lead)	7	8		

Total Fee (excluding taxes) in figures =

Total Fee (excluding taxes) in words =

Note:

1. All figures to be quoted in INR (Indian National Rupee)
2. The total fee shall factor in remuneration for all activities as specified in Section 7: Scope of Work
3. Number of agents will be defined as per details mentioned in Scope of Work under “Tentative Timing & Skill Set arrangement”
4. Given the potential of the mega-scheme the requirement of manpower may increase considerably in phased manner. The bidder should be able to increase the quantity up-to 200 % during the currency of the agreement. EdCIL reserves the right to alter the contract by (+/-) 50 % of man-months duration.
5. **Full Time Equivalent (FTE) Quantity:** Bidder will have to quote the quantity of FTE in the Price Bid. The billing shall be done based on actual FTE utilization only subject to the maximum FTE quantity quoted by Bidder in the Price Bid i.e. billing of FTE Quantity above the quoted quantity will not be processed. However, in some circumstances Bidder may increase the FTE quantity for particular period with prior approval of EdCIL.

EdCIL reserves the right to either decrease or increase the seat requirement during the contract. Regular review of manpower utilization vis-à-vis Per Hour Call Load & Average handling time (AHT) will be done by EdCIL.

14. ANNEXURE III: Performance Bank Guarantee (PBG)

Name of the Bank: -----

To
EdCIL (India) Limited

EdCIL House, Plot 18 A Sector 16A, Noida
UP – 201301
INDIA

PERFORMANCE BANK GUARANTEE FORMAT

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

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

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

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

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

4. We,, (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by.....(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
 (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, 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 aberrance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... 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:

For (indicate the name of bank)

Signature of Banks Authorized official Designation with Code No. -----

Witness:

1. Name _____ & Full Address _____

2. Name _____ & Full Address _____

15. ANNEXURE IV: Service Level Agreement

Service Level Agreement is to clearly define the levels of service which shall be provided by the selected Bidder to EdCIL. The SLAs mentioned in this section makes explicit the expectations that SII has for performance, from the selected Bidder. SLA helps SII control the deliverables, agreed levels and performance of Bidder.

The Selected Bidder shall agree to the following service level agreement (SLA) parameters while providing Call Centre services to students/ parents/ counsellors. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

The SLA parameters are divided into 2 (two) types: -

i. One-time SLA Parameters

ii. Operational SLA Parameters

The One-Time SLA parameters noted below in the Service Level Agreement will start to be applicable from the date of award of Letter of Award (LoA) and operational SLA parameters after the Go-Live of Call Centre.

EdCIL's authorized resources/partners will audit the Call Centre facility for organized audit to be done with a week's notice to the bidder. EdCIL or its authorized partners shall audit the Call Centre sites, procedures, reviews of CCE's, etc. EdCIL will conduct (either itself or through appointed third parties) performance and response audits (e.g. calling / Barge-in online and offline), process audits, site visits, to ensure service quality management. The minimum standards to be met are given in the SLA specifications in this document.

One-time SLA Parameters

S. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1	Commencement of Services (Go-Live)	Commence the service as per the scope	Within 90 days from the date of	Within 90 days from	Nil

		of work of TENDER	LoA (Letter of award)	the date of issue of LoA	
				Delay of every 7 days from 90th day from the date of LoA	1% of first quarterly* bill for every 7 days delay Capped at maximum 10% Quarter shall be deemed to have started on the day when the Call Centre is Go-Live.

Operational SLA Parameters

This section details the various indicative Operational service levels to be adhered to by the Selected bidder. Deviations from the agreed upon performance will be consistently measured and severity level for non-compliance will be assigned. The following table describes the various severity levels. (The penalty for not meeting the SLA is linked to the severity level of the breach of the SLA.)

Severity Level	Penalty as % of Monthly Payment
4	5%
3	3%
2	2%
1	1%

* Total Penalty is capped to 20% of the Quarterly Payment

Operational Parameters

Description	Formula	Baseline	Severity Level 1 Breach	Severity Level 2 Breach	Severity Level 3 Breach	Severity Level 4 Breach
System uptime: - Voice response available to citizen (uninterrupted availability of all Call Centre Services)	It will be calculated as —Total uptime in minutes/ Total minutes of operations in the selected period.	>=99.5%	>=98.7% and <99.5%	>=97% but <98.7%	>= 95% but <97%	< 95%

Description	Formula	Baseline	Severity Level 1 Breach	Severity Level 2 Breach	Severity Level 3 Breach	Severity Level 4 Breach
Average speed to answer: The waiting time in the queue experienced by a caller to talk to the Call Centre Executive.	$\frac{\text{Calls Answered within a threshold of 20 seconds}}{\text{Total Calls offered}}$	75% of the calls are answered within 20 seconds	$\geq 70\%$ and $< 75\%$	$\geq 65\%$ and $< 70\%$	$\geq 60\%$ and $< 65\%$	$< 60\%$
Average Hold time: - This is a measure that refers to how long does the Call Centre operator keep the caller on Hold for any reason	$\frac{\text{Total Hold Time}}{(\text{Sum of Calls Handled} + \text{Sum of Outbound Calls})}$	≤ 30 sec	> 30 sec and ≤ 40 sec	> 40 sec and ≤ 50 sec	> 50 sec and ≤ 60 sec	> 60 sec
Average Wrap Time: - This is measured as the average time spent by the Call Centre Operator in wrap mode. Wrap* - The time required by Call Centre operator after a conversation is ended, to complete work that is directly associated with the calls just completed.	$\frac{\text{Total wrap Time}}{(\text{Sum of Calls Handled} + \text{Sum of Outbound Calls})}$	≤ 20 sec	> 20 sec and ≤ 35 sec	> 35 sec and ≤ 40 sec	> 40 sec and ≤ 45 sec	> 45 sec
Average Handle time (AHT): This is a measure that refers to how long it takes to manage a Help Desk. AHT shall be calculated as the sum of the average talk time, hold time and wrap time.	It will be measured as: - [[Sum of Talk Time + Sum of Hold Time + Sum of Wrap Time)/Sum of calls handled]	≤ 240 sec	> 240 sec and ≤ 270 sec	> 270 sec and ≤ 300 sec	> 300 sec and ≤ 330 sec	> 330 sec

Description	Formula	Baseline	Severity Level 1 Breach	Severity Level 2 Breach	Severity Level 3 Breach	Severity Level 4 Breach
First-time Resolution (FTR): This refers to percentage of calls resolved at first time, without the need to transfer or escalate or return the call.	It is measured as: The number of FTR calls/ Total number of calls in that particular duration	>80%	>= 75% and < 80%	>= 70% and < 75%	>= 65% and < 70%	< 65%
Average Response time for Chat. Average response time for chat is a measurement of the number of Secs it takes for Call Centre operator to attend to a query of user initiated via chat. *No automated response will be considered for this SLA.	Chats attended within a threshold of 12 seconds/ Total Number of Chat Inquiry	90 % of the chats are answered within 12 seconds	>= 85 % and < 90%	>= 80 % and < 85%	>= 75 % and < 80%	< 75%
Interactions Record Percentage: To measure percentage of interactions recorded in system. Interactions are defined as Inbound voice calls, outbound voice calls, emails & chat.	Number of cases created or modified in system/Number of Interactions	>= 95%	>= 90 % and < 95%	>= 85 % and < 90%	>= 80 % and < 85%	< 80 %

Description	Formula	Baseline	Severity Level 1 Breach	Severity Level 2 Breach	Severity Level 3 Breach	Severity Level 4 Breach
<p>User Satisfaction (IVRS): Measure of User's satisfaction - the way their query/complaint has been handled by the Help Desk Operator. The Bidder shall be responsible for maintaining a min level of user satisfaction based on the criteria defined by EdCIL. The satisfaction level of the users shall be collected on a five-pointer scale of 5: "Very satisfied", 4: "Satisfied" 3: "Average", 2: "Dissatisfied" and 1: "Very Dissatisfied".</p> <p>The calls should be transferred to IVRS for feedback.</p>	Sum of 5 and 4/ Total number of surveys	>=85%	>= 80% and < 85%	>= 75% and < 80%	>= 70% and < 75%	< 70%
<p>Quality of Service (QoS): - Quality of service (QoS) is the overall performance of Call Centre, particularly the performance experienced by the Users. This refers to the calls/e-mails audited by an independent third-party auditor.</p>	Count of Survey (Very Good, Good)/Total Count of Survey	> 80%	>= 75 % and < 80%	>= 70 % and < 75%	>= 65 % and < 70%	< 65%

Description	Formula	Baseline	Severity Level 1 Breach	Severity Level 2 Breach	Severity Level 3 Breach	Severity Level 4 Breach
<p>RESPONSE TIME FOR EMAIL: The average response time for an email is a measurement of the number of hours it takes to provide a response to an email-based inquiry.</p> <p>*in case issue is further forwarded by CCE, then the no. of hours will be calculated from the time response is received by the CCE and responding back to Users,</p>	Sum of Response Times/ Total Number of Email Inquiry	<=24Hours	>24 Hours <=30 Hours	>30 Hours <= 36 Hours	>36 Hours<= 48 Hours	>48 Hours

It is to be noted that these SLA or their parameters may change, as EdCIL 's program 'Study in India' shall evolve over the course of the contract period. However, any change in the SLA's will be in consultation with the Selected Bidder.

It may be noted that EdCIL may appoint 3rd party agencies for SLA Audits or any other audit and the selected Bidder has to provide all the required information and access to premises for the same to the Audit agency.

16. ANNEXURE V: INSOLVENCY CERTIFICATE

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Tender No.:

Name of Work:

Bidder 's Name:

I/ We, M/s. _____ declare that: -

a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.

b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other rights or remedies (including holiday listing) available to EdCIL (India) Ltd.

Place:

Date:

Signature of Bidder

Name of Signatory

17. ANNEXURE VI: Instructions for e-Tendering

Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL> (Provided by M/S KEONICS Ltd).
- 3) The bidders are required to submit bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the M/S KEONICS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the M/S KEONICS Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- 6) It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.
- 7) To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of <http://www.tenderwizard.com/EDCIL> to have user ID & Password from M/s KEONICS Ltd.
- 8) Register your organization on M/s KEONICS E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site for obtaining credentials by paying Annual registration charges Rs.2000 + GST using the e-payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1 year.
- 9) Get your organization's concerned executives trained on M/s KEONICS Ltd. E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site
- 10) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on M/s KEONICS E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of M/s KEONICS E-tender Site, the fourth instruction is relevant at all times

- 11) Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 12) Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk KEONICS Office for any information regarding E-tendering / training.
 - a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/9686115318/9650520101/8800445981.
 - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS

Telephone: 080-49352000/9686115318 or write us mail on Email Id:-
harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk759@gmail.com,
twhelpdesk963@gmail.com

2. Digital Signature Certificates

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

3. Registration

- 1) To use the Electronic Tender portal, vendors need to register on the portal by going on the link provided at EdCIL tender webpage (Instructions available at EdCIL website www.edcilindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In M/S KEONICS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.
- 2) After successful submission of Registration details and Annual Registration Fee, please contact M/S KEONICS Helpdesk (as given below), to get your registration accepted/activated.

Important Note:

- 1) To minimize the problems during the use of e-tendering portal of M/S KEONICS (including the Registration process), it is recommended that the user should use as per the instructions given under 'M/S KEONICS User-Guidance Centre' located on M/S KEONICS Home Page, including instructions for timely registration on M/S KEONICS. The instructions relating to 'Essential Computer Security Settings for Use of M/S KEONICS' and 'Important Functionality Checks' should be especially taken into cognizance.
- 2) Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

4. SEARCHING FOR TENDER DOCUMENTS

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

5. PREPARATION OF BIDS

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

6. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to pay the EMD as applicable online in favour of EdCIL (India) Ltd.
- 4) A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation

is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. ASSISTANCE TO BIDDERS

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

EdCIL / M/S KEONICS Helpdesk

Telephone/ Mobile

Customer Support:080-49352000 (Multiple Telephone lines)

Emergency Mobile Numbers:9686115318/ 9650520101/ 8800445981

(Please contact in case of emergency during non-working) hours.

E-mail ID: M/S KEONICS Ltd.

harishkumar.kb@etenderwizard.com

ambasa@etenderwizard.com

twhelpdesk759@gmail.com

twhelpdesk963@gmail.com

& cc to:

ashutoshkumar@edcil.co.in
studyinindia@edcil.co.in

8. Offline Submissions: (AS PER TENDER REQUIREMENT)

- 1) The bidder is requested to submit the following documents offline before the start of Public Online Tender Opening Event.
 - a) Original copy of EMD instrument if the Bidder has submitted EMD via demand draft or BG
 - b) Original copy of the Power-of-attorney.

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

9. Public Online Tender Opening Event (TOE)

- 1) M/S KEONICS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidder can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.
- 2) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on M/S KEONICS.
- 3) M/S KEONICS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
- 4) M/S KEONICS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

10. SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

- 1) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on M/S KEONICS.
- 2) Register our organization on M/S KEONICS well in advance of the important deadlines for your first tender on M/S KEONICS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability with in the Supplier/ Bidder Organization.
- 3) Get your organization's concerned executives trained on M/S KEONICS well in advance of your first tender submission deadline on M/S KEONICS Ltd.
- 4) For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No.) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

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

- 5) Submit your bids well in advance of tender submission deadline on M/S KEONICS (There could be last minute problems due to internet timeout, breakdown, etc.)
- 6) M/S KEONICS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

Note: While the first three instructions mentioned above are especially relevant to first-time users of M/S KEONICS, the fourth, fifth and sixth instructions are always relevant.

11. MINIMUM REQUIREMENTS AT BIDDER'S END

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

Note:

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

18. ANNEXURE VII: PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2025, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "Procurement Consultant", 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 Procurement Consultant proposes to procure (name of the Stores / Equipment / item) and BIDDER/Seller is willing to offer / has offered the stores and

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 Procurement Consultant is a PSU performing its functions on behalf of the EdCIL (India) Limited.

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 Procurement Consultant to obtain the desired said stores/equipment / item 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 Procurement Consultant 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 Procurement Consultant

1.1 The Procurement Consultant undertakes that no official of the Procurement Consultant, 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 Procurement Consultant 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 Procurement Consultant with full and verifiable facts and the same is prima facie found to be correct by the Procurement Consultant, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Procurement Consultant 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 Procurement Consultant 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 Procurement Consultant, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procurement Consultant 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 confirms and declares to the Procurement Consultant that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Procurement Consultant 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, firm or company in respect of any such intercession, facilitation or recommendation.

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 Procurement Consultant 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 Procurement Consultant 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 Procurement Consultant, or alternatively, if any relative of an officer of the Procurement Consultant has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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 Procurement Consultant.

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 tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY (SECURITY MONEY)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. _____ as Earnest Money / Security Deposit, with the Procurement Consultant through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Procurement Consultant on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Procurement Consultant shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document). 5.2 The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Procurement Consultant, 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 Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Procurement Consultant to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. 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 Procurement Consultant to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Procurement Consultant and the BUYER 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 Procurement Consultant, 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. If any outstanding payment is due to the BIDDER from the Procurement Consultant in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Procurement Consultant, 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 Procurement Consultant resulting from such cancellation/rescission and the Procurement Consultant 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 Procurement Consultant.

(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 Procurement Consultant with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Procurement Consultant 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 Procurement Consultant 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, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Procurement Consultant, if the contract has already concluded.

8. INDEPENDENT MONITORS

8.1 The Procurement Consultant has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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 Procurement Consultant.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Procurement Consultant 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The Procurement Consultant 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 Procurement Consultant / 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 Procurement Consultant 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 Procurement Consultant.

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 from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

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

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

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____