



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

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

**Request for Proposal**

**For**

**Selection of Agency for Entering into Rate Contract for Digitization of  
Preservable Documents of Educational Institutions, Digital  
Evaluation of Answer Sheets and Printing of Mark Sheet & Their  
Online Verification**

**(OPEN TENDER)**

**Tender Ref. No. EdCIL/BD/RFP/Digitization/2016/07**

**Dated 24 December 2016**

**EdCIL (India) Limited**  
(A “MINI RATNA” Govt. of India Enterprise)  
‘Ed.CIL House’, Plot No. 18A, Sector – 16A  
NOIDA – 201301 (UP), INDIA  
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

### Reference Table of Contents

<b>Chapter</b>	<b>Subject</b>	<b>Page</b>
1.	Schedule for Invitation to Tender	1
2.	Introduction	2 - 4
3.	Abbreviations and Definitions	5
4.	Invitation for the Bids	6
5.	Instruction to Bidders	7 - 16
6.	Scope of Work	17 - 27
7.	Proposed Contract Terms	28 - 34
Annexure-1	Bid Form	35 - 36
Annexure-2	Letter of undertaking	37
Annexure-3	Declaration – Non Blacklisting	38
Annexure - 4	Turnover Statement	39
Annexure 5	Experience of the Applicant	40
Annexure-6	Power of Attorney	41 - 42
Annexure-7	Letter of Proposal Submission of Financial bid	43
Annexure-8	Financial Bid	44
Annexure-9	Performance Bank Guarantee	45 - 47
Annexure-10	Proforma Pre Contract Integrity Pact	48 -54
	Check List	55

**Schedule for invitation to Tender**

1.	Name of the issuing office	<b>EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
2.	Submission of RFP Document and Contact person	<b>Shri V.V.Murari, CGM/P EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
3.	Date of Bid Specification document to be available on the website <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a>	<b>24/12/2016</b>
4.	Date of Pre-Bid meeting( <b>For online query please mention “Bid Query” in the subject line</b> )	<b>03/01/2017 at 1600 Hrs</b>
5.	Last date for submission of Bid Query	<b>02/01/2017</b>
6.	Last date and time for submission of RFP Documents	<b>17/01/2017</b> (upto 1500 hrs.)
7.	Date and time of opening of Technical Bid	<b>17/01/2017</b> <b>at 1600 hrs</b>
8.	Date and time of opening of Financial Bid	<b>To be informed separately.</b>
9.	Place of opening of Bid Document	<b>EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>

## CHAPTER – I

### Introduction

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

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

### Vision

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

### Service Spectrum

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

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

#### **i) Online recruitment Testing and Assessment**

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

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

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

#### **ii) Educational Infrastructure Management**

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

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

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

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

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

**iv) Digital Education System**

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

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

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation
- Virtual Classrooms
- Smart Campuses

- Online Admission System
- Computer labs

**v) Advisory and consulting:**

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

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

**vi) Placement and Secondment:**

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

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

The following services are specifically offered:

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

**vii) TSG (Technical Support Group):**

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

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

## CHAPTER - 2

### ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/partnership firm/service provider/ agency/ company/ contractor/ supplier responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Proposal	" <b>Proposal</b> " means the Technical Proposal and the Financial Proposal of the Bidder.
RFP	" <b>RFP</b> " means the Request for Proposals to be prepared by the EdCIL for the selection of Service Provider for entering into a Rate Contract for Digitization of old records, Digital Evaluation of Answer sheets and Printing of Mark Sheet & Their Online Verification.

## **CHAPTER - 3**

### **INVITATION FOR THE BIDS**

The Company recognizes huge growth opportunities in the digitization of education sector. EdCIL India Ltd (EdCIL) intends to venture in the field of digitization of old records, digital evaluation of student answer sheets and Printing of Mark Sheet & Their Online Verification. Quick market response and systematic business development being of paramount importance the company recognizes the need to enter into a rate contract with extremely credible organization for this propose. In this context, EdCIL is looking for services of highly competent service providers for entering into a rate contract. It is intended that the system will provide automation in line with Government of India's Digital India Mission and official / Institutional activities which are to be carried out in a paperless, quick, easy and effective manner and at the same time it brings greater transparency, efficiency and accountability.

The objectives of digitization of old records is to Manage documents effectively through faster document retrieval and information access, reduction of lost or misplaced documents and Increase employee productivity and streamline business process through digitization, electronic storage and retrieval. On the other hand, digital evaluation of answer Sheets will decrease the human error. Re-evaluation process and time required for retrieval are also going to be decrease. Printing of Mark sheets and their online verification will improve the authenticity of verification. It will enable the system to have quick and easy verification.

In this context, to serve third party clients, EdCIL intends to select a highly competent agency through Open tender process. The company should have competence to handle large volumes of digitization based on technological and manpower competence. The bidders shall be invited to submit a Technical and Financial Proposal. The Contract will be valid initially for a period of 2 years, which will be extended further for a period of one year on satisfactory performance of agency.

The Request for Proposal is issued by the EdCIL India Limited to obtain bids from reputed and experienced agencies for selection of agency for entering into Rate Contract for Digitization of old records, Digital Evaluation of answer Sheets and Printing of Mark Sheet & their Online Verification. Interested service providers 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.



## CHAPTER 4

### INSTRUCTIONS TO BIDDERS

#### 1. Procedure for preparation and submission of bids

- 1.1. The Request for Proposal (RFP) will have two packet system for the scope of the work:
  - a) Technical Bid consisting of all Technical details along with commercial terms and conditions.
  - b) Financial Bid indicating item wise price for the items mentioned in the bid strictly as per Annexure 8.
- 1.2 The technical bid and financial bid should be sealed by bidder in separate cover duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed as for Selection of agency for Entering into Rate Contract for Digitization of Old Records, Digital Evaluation of Answer Sheets and Printing of Mark Sheet & Their Online Verification.
- 1.3. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- 1.4. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
- 1.5. The RFP received late and declared late by the Bid opening committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.6. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
- 1.8 Bidder should take into account any corrigendum published on the tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- 2.0 As part of the Technical bid, the bidder should provide:
  - a) Bidder has to pay the bid fee for Rs.1,000/- (One Thousand only) in favour of **EdCIL India Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

- b) The Bidder must furnish earnest money for Rs.1,00,000/-(One Lakh only) in favour of **EdCIL India Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

## **2. Assistance to Bidders**

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

## **3. Cost of the tender**

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

## **4. Content of the tender**

The tender documents include:

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

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

## **5. Clarification on tender**

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

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

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and also send clarification email to the bidder at the email ID communicated. Bidders are advised to see the clarifications/amendments given by EdCIL during the bid process.

## **6. Amendment in Tender Document.**

- 6.1. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have participated in the pre-bid conference.
- 6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

## **7. Language of RFP**

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

## **8. Documents comprising the bid**

The bid prepared by bidder shall comprise the following components:

### **A. Technical Bid must comprise the following:**

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted
- ix) Complete workflow coverage details and literature for Digitization of old records, Digital Evaluation of Answer sheets and Printing of Mark Sheet & Their Online Verification.

### **B. Financial Bid comprise the following:**

- i) Letter of Proposal submission
- ii) Price Bid Format as per Annexure 8

## **9. Bid Prices**

- 9.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 9.2 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 9.3 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.
- 9.4 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies, and other charges except service tax as may be applicable in relation to the activities proposed to be carried out.

## **10. Authorized Signatory**

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

## **11 Period of Validity of Bid**

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

## **12 Last date and receipt of Bid**

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

### **13 Late Bid**

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

### **14 Address for Correspondence**

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

### **15 Preliminary examination**

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

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

### **16 Earnest Money (EMD)**

- 16.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs.1,00,000/- (Rs. One lakhs only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.
- 16.2 Bids received without EMD shall be summarily rejected.
- 16.3 The earnest money of unsuccessful bidders shall be refunded without interest after final signing of the contract.
- 16.4 EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when an individual work is assigned.
- 16.5 The EMD will be forfeited on account of one or more of the following reasons:
  - a) The bidder withdraws its proposal during the bid validity period.
  - b) The bidder upwardly revises the price bid.

## 17 Pre-bid conference

The bidder or his official representative is advised to attend a pre-bid conference on **03/01/2017 at 1600hrs.**at the office of:

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

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

The bidder is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach EdCIL **not later than 02/01/2017.**

Queries relevant to the bid Documents shall be addressed to the Chief General Manager (Projects), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading of response in the EdCIL website.

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

## 18 Overall bid Evaluation Process:

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

## 19 Phase I : Evaluation of Technical Bid:

19.1 Bidder shall have to enclose documentary evidence in support of the following eligibility criteria. In the absence of supporting documents as mentioned against each criterion, the bid will be rejected summarily. The financial bid of only those bidders who qualify in the Technical bid will be evaluated as laid down in the subsequent section.

### 19.2 Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of Digitization of old records, Digital Evaluation of answer Sheets and Printing of Mark Sheet & Their Online Verification for minimum of 3 years in India as on 31 <sup>st</sup> March 2016. <b>Consortium of companies/ service providers is not allowed.</b>	<ul style="list-style-type: none"><li>• Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP</li></ul>
2	(a) The Bidder must have successfully completed 05 (Five) similar projects consisting digitization of old records, digital evaluation of answer sheets and Printing of Mark Sheet & Their Online Verification for Rs. 50 lakhs each during the last three completed financial years as on 31 <sup>st</sup> March 2016  (b) Out of these at least two projects should be from Govt. Sector./ PSU/Universities as on 31 <sup>st</sup> March 2016.	Copy of work/service orders and Completion certificate. A job executed by a Bidder for its own in-house purpose/sister concern/subsidiary shall not be considered.
3	The Bidder should have minimum Average Annual turnover of at least Rs.50 Crores in last 3 years as on 31 <sup>st</sup> March 2016.	A certificate of Turnover from Chartered Accountant and Self-attested audited P&L and balance sheet for the last three financial years (i.e. 2013-14, 2014-15, 2015-16).
4	The Bidder should be CMMi3 certified	Copy of the Valid Certificates
5	Bidder should have valid ISO 9001:2008 & ISO 27001 certifications	Copy of the Valid Certificates

6	The bidder should have been in the software Development for the last three years as on 31 <sup>st</sup> March 2016.	Self-declaration and customer experience letters
7	The bidder should own the Primary Data Center with back-up Secondary Data Centre for data Security as per the Government of India, National data sharing and accessibility policy (NDSAP) guidelines. Both the data centers should be located in India. The data center must be tier-3 data center or above certified, and must be ISO/IEC 27001:2005 security certified or above.  The bidder must have provision of BCP site & DR for ensuring the continuous availability of the solution.	Cert-in certification
8	The bidder should own the complete source code of the software being used for conducting digitization of old record and digital evaluation of answer sheets and Printing of Mark Sheet & Their Online Verification. The agency should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with EdCIL.	Self-Declaration
9	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Declaration as per Annexure 3  The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)

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

19.4 The bidder who qualifies the above eligibility criteria shall be invited for Technical Presentation& Demonstration of bidder's own developed software solution (currently in use by some clients) having functions as per the requirements in the RFP.

19.5 Further, technical bids shall be evaluated as the following matrix:

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
1.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 13-14, 14-15 & 15-16)  >= INR 150 Crores: (25 marks) >= INR 100 Crores and < INR 150 Crores (20marks) >= INR 50 Crores and < INR 100 Crores: (15 marks)	25	Self-attested audited P&L and Balance Sheets OR Copy of CA certificate



2.	<p>Bidder's experience in execution of similar project consisting of digitization of old records, digital evaluation of answer sheets and Printing of Mark Sheet &amp; Their Online Verification in Govt. Depts. / PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 13-14 onwards)</p> <p>&gt;= INR 2 Crores : (25 marks)  &gt;= INR 1Crores and &lt; INR 2 Crores : (20 marks)  &gt;= INR 50 lakhs and &lt; INR 1 Crores : (15 marks)</p> <p>(Atleast one project from each of the activates)</p>	25	Self-attested copy of work order and completion certificate issued by client
3	<p>Bidder's experience in execution of similar project consisting of digitization of old records and digital evaluation of answer sheets and Printing of Mark Sheet &amp; Their Online Verification in Govt. Depts. / PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 13-14 onwards)</p> <p>More than 5 projects : (25 marks)  Upto5 projects : (15 marks)</p> <p>(At-least one project from each of the activates)</p>	25	Self-attested copy of work order and completion certificate issued by client
4.	<p>Presentation &amp; Demonstration. The following would be taken into account:</p> <p>(a) Process adopted  (b) Skilled manpower availability.  (c) Software, Hardware, Scanners and data center quality and networking availability.</p>	25	Review by the committee
<b>Total</b>		<b>100</b>	

19.6 The Technical bid will be evaluated by evaluation committee set-up by EDCIL on the basis of criteria and weight-age assigned. The minimum qualifying marks of the technical evaluation is 60.

19.7 Short listed bidders who qualified in technical evaluation stage shall be notified for opening of their financial bids.

**20 Phase II - Evaluation of financial bids:**

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

**Final Proposal shall be given scoring as below**

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

$$F_s = 100 * FI / F$$

**Where:**

**F<sub>s</sub> = The financial score of the Financial Proposal being evaluated**

**FI = The price of lowest priced Financial Proposal**

**F = The quoted price of Financial Proposal under consideration**

**21 Combined QCBS Evaluation**

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

$$\text{Combined Score} = 70 \% * T_s + 30 \% * F_s$$

Bidder with highest Combined Score shall be declared selected Bidder.

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

## CHAPTER – 5

### SCOPE OF WORK

#### 1. Digitization of Old Records

It is always imperative for any organization to meet accepted standards for managing its large Institutional / official records. These standards are designed to ensure that electronic images of paper source documents, where the image is intended to replace the original as the official record, are captured in a way that ensures their reliability, authenticity, and usability over their entire retention period and that allows the images, or copies produced from the images, to be authenticated as true copies of the originals and to be admissible as evidence in legal proceedings. EdCIL hopes to achieve the following by scanning and digitizing documents for various Educational Institution across the country:

- Less Storage space for preserving the documents
- Reduction in overall Searching time.
- Increase in productivity of processes and office personnel
- Availability of the document for sending over email
- Reduced turnaround time of processes

#### Scope of Work

The entire process of scanning and digitization of office documents has been divided into following stages:

##### Pre-Scanning Phase

- Setup of scanning and digitization facility at the End Client's office
- Pre-Scanning Preparation

##### Scanning Phase

- Scanning and Digitization of documents
- Indexing and Meta-tagging of scanned documents

##### Post Scanning Phase

- Post Scanning activities
- Storage and backup

#### Detailed Scope of Work

##### Setup of scanning and digitization facility at the End Client's office:

The selected agency, on receiving Work Order from EdCIL will setup a scanning facility at the End Client's office as and when a specific order is received.

- The selected agency will setup and install the setup as per the requirement of the type and number of documents
- The selected agency will be required to setup and install atleast the following infrastructure (but not limited to) in adequate numbers at the End Client's office:
  - Desktops
  - Scanners

- The agency should provide enough equipment so as to complete the scanning and digitization in the specified time to be provided by the end user department. Delay in the completion of work will attract penalty to the agency.

**Pre-scanning preparation:**

Pre-processing of document would be the activities that are to be performed by the agency on the documents collected before they can be scanned. It shall include (but is not limited to):

- Records would be scanned and digitized at the End Client premises and the agency shall be responsible for collecting them from different units of the department to carry out the digitization work. The documents would be received in lots as agreed mutually between the agency and the EdCIL/ and Client. The agency shall provide sign-off on number of documents received from the department.
- The agency shall maintain a note of the document details in a register while collecting these documents. The log register should contain atleast the following details:
  - Name of the document collected
  - Size of the pages in document (A4, legal, A3, etc.) along with the count
  - Total number of pages in the document
  - Collected from (Name of the Official)
  - Date of Collection
  - Expected date of return
  - Returned to (Name of the Official)
  - Returned by (Agency representative)
  - Actual date of return
- After collection of documents by the agency, it would be the responsibility of the agency to maintain and return the documents in their original form to the End Client. Any damage to the documents collected shall make the agency liable for the same. A committee shall be constituted by End Client for assessing the damages and finalizing the appropriate remedial measures.
- The agency shall check for the number of documents in a file in presence of the representative of End Client.
- The agency shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc. and sorting & numbering of pages in the document file in the correct order.
- The agency will carefully unfold and flatten the documents to eliminate creases and wrinkles.
- The agency shall take special care in preparing the documents which are too old and that may not be in good physical condition and as very delicate they may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Some documents which are folded at the edges may even require ironing to straighten them. Documents should be prepared such that normal scanner can scan it.

- The agency shall take extreme care towards handling of documents so that their chronology is not disturbed or to maintain the sequence of records in the files. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment)
- Segregating the documents to be scanned into batches. The size and content of a batch shall be determined by each unit of the End Client based on the nature of the documents being scanned and that unit's workflow. Procedures for batching must be documented in the unit specific procedures and must include the use of batch sheets (with e.g., batch number, scanner operator ID, and date scanned) for subsequent traces and storage.

**Scanning & Digitization:**

- The size of documents may vary from 4A0 to A10
- The size and scanning needs may vary as per the requirement of the End Client.
- The bidder shall have adequate infrastructure to scan and digitize documents as per the following documents/ pages and scanning specifications

<b>Documents</b>	<b>Type of scan</b>	<b>Resolution of Scan</b>
4A0 to A10	Both Black & White and Colour	300– 1200dpi

- The document shall be scanned at a minimum resolution of 300dpi. In case the documents are not legible, the agency shall scan the documents at a higher resolution. No extra payment shall be made for the same.
- The scanned documents shall be converted into TIFF/PDF/JPEG or other standard formats as per the requirement of the End Client. All the pages of a single file have to be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a TIFF/ PDF format.
- The agency shall use appropriate lossless compression techniques for scanned images.
- The agency will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The agency will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The agency's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original text and insert the image(s) into the proper image file sequence. No extra payment shall be made for the same.
- The agency will deploy its own human resources for all the above mentioned activities. The agency will deploy adequately skilled manpower resources to complete the job within the specified time.

## **Indexing and Cataloguing**

- After documents/images are scanned and stored in digital form, they would be indexed using manual entry. The agency will create metadata required for indexing as per the requirement of the End Client.
- The agency will establish procedure for checking the accuracy of indexing and making necessary corrections as accurate indexing is required for efficient retrieval of digital documents from digital storage media.
- Once all documents are verified and pass agency's quality assurance phase, they will be stored on final digital media of the client's preference, complete with their indexes. At the end of the process all paper documents will be returned in their original form to the department.
- The images stored in the database should be properly indexed as per the requirements of End Client and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.

## **Post scanning activities**

- After scanning, the physical document would be pinned together/ tagged in the same form as it was given for scanning by the individual units of any department. At the end of the process all paper documents will be returned in their original form to the department.
- Each page shall be serially arranged and shall be counted while giving the documents back to the department.
- Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. Agency will have to make this facility available in the capture and indexing module.
- The agency is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored. It has to be submitted to EdCIL as well as to the End Client regularly.

## **Storage and Backup**

- The scanned data shall be stored properly. A folder structure/ configuration management policy has to be followed while storing the digitized data in the mass storage device and/ or central storage.
- Nomenclature of the digitized file should be in accordance with the e-Gov. standard and should be discussed with the End Client.
- Two copies of the scanned data (and metadata) shall be provided in a data storage devices by the Agency. The type of storage device (DVD/Hard Disk etc.) shall be as per the requirement of the End Client. The agency will create a Master copy for the End Client and will provide the replica of Master copy as per the requirement of the End Client.

- Agency shall use standard methodology for Scanning & digitization and archiving so that in future, any service provider can access the archival database.
- Agency shall train the respective users of the End Client on retrieving the records after file conversion.

## **2. Digital Evaluation of Answer Sheets**

This module should provide an effective medium for faster and accurate evaluation of answer scripts. All the peripheral tasks of totalling, validation of maximum marks awarded, ensuring all answers are marked and taking care of optional sections/questions should be taken care by the system. Additionally, the system should have the option for “review” by an assigned supervisor in cases of conflict.

In the System, the Answer Sheets (Answer Sheet contains main Answer Booklet plus supplements attach if any) shall be firstly scanned in a secure premises of End Client. Following this, the scanned Answer Sheets are to be assessed on computers/Laptops by the appointed examiners at the evaluation center of End Client

Through this solution, the issues related to secure transport of Answer sheets, replacement of Answer sheets, delay in assessments etc. are expected to get reduced. Further, the time for re-evaluation is to be greatly reduced as Answer sheets are available online and can be reassessed immediately by the respective examiners. This shall also facilitate providing copies of Answer sheets to students online rather than tracing the physical Answer sheet and then photocopying it.

### **Scope of Work**

#### **2.1 Pre-Evaluation Phase**

- Developing the Evaluation Process in consultant with the End Clients. It includes but not limited to
  - Finalizing scanning centers and evaluation centers with end client
  - Complete Security management (Physical and IT)
  - Evaluator handling Process
  - Click by Click Audit processes
  - Training of Evaluators/Reviewers and confidential staffs of the End Client on Digital Evaluation
  - Other related processes involved for evaluation
- To prepare and provide documentary manuals for all process for safe and secure conduct of Evaluation, to be followed along with rules for contingency and exception handling/emergency procedures.
- To provide and setup secured software for Authoring and completing evaluation process
- The software should have role base security mechanism.
- To provide and setup secured software for Authoring and completing evaluation process.
- Answer Sheets in sealed bags/packets will be handed over to the service provider by End Clients for proper accounting of Answer Sheets and slips and processing leading to Digital Evaluation.

- Scanning should be done without cutting the spine of the Answer Booklet by employing the Sheet Scanners. All the pages of the booklet should be accounted for and identified with the Booklet ID number. Document scanners with ADF (Automatic Document Feeder) are not allowed for scanning.
- The scanned Answer Sheets to be securely made available in the evaluation centers by the service provider.
- Answer Sheets to be opened in presence of the Officer-in-charge deployed by End Clients along with the Centre-in-charge deployed by Service provider.
- Answer Sheets would be handed over by the Officer-in-charge, End Clients to the Centre-in charge, Service provider and after processing the work of scanning and digitization, the same would be kept under joint custody of End Clients and service provider until re-evaluation work is over.
- To provide suitable assessment scoring system or software as per requirement of End Client.
- Sufficient number of scanners and required expertise manpower should be provided by the Service Provider to complete the entire work within 15 days.
- The agency should operate and maintain the e-Valuation processing main server and other server at evaluation centers as per requirements of End Client.
- Prior to evaluation process, the selected service provider would submit the software testing report with the approval of selected evaluators deployed by End Client and would be treated as per user acceptance. The service provider may have the programme through which the cover page of Answer Sheets should reflect the marks awarded by the examiner against each question and the total marks secured by the examinee should be displayed on front page of Answer Sheet.
  - Temporary environment of Evaluation Centre would be created by the service provider.
  - End Client would engage a few evaluators to check the processes and efficiency of the working atmosphere and the accuracy of output (Scanned Answer sheets)
  - End client will handover old data for end to end evaluation.
  - The Accuracy and evaluation criteria to be cross-checked in presence of engaged evaluators.
  - Time period for testing and amount of data to be scanned and evaluated would be decided by End Client.
  - In case of dissatisfaction of testing outcome/report the service provider would be considered to be defaulter in achievement.



## **2.2 Evaluation Phase**

- To manage the evaluation process through intranet/internet based solution at all Evaluation Centers.
- To securely transmit, download, install and implement evaluators / evaluation details received from End Client.
- To provide unique username/ password to the evaluators at the evaluation centers.
- To arrange/provide adequate displays and provide required instructions/ information to the evaluators at the evaluation Centers.
- To maintain complete log of all activities of evaluators during the course of examination to enable complete audit ability of the evaluation process.
- To calculate marks obtained by each candidate as per requirement of the End Client.
- To devise a system for monitoring and supervision of evaluation Centre activities (Centre level/ evaluator level) by the competent authority.
- To transfer/export the data in encrypted format including raw scores data from local server to Central Server keeping in view sensitiveness of the data as referred to Information Leak Detection and Prevention.
- Server data to be secured at a designated site by a responsible official of the Service Provider in the presence of Officer-in-charge, End Client along with a back-up copy in C.D/ D.V.D to be handed over to the Nodal officer at the end of each day, with a backup at End Client.

## **2.3 Post Evaluation Phase**

- Supply of tabulated marks and all reports generated through the software in form of hard and soft copy as per format provided by End Client during the entire period of contract to the officer designated by End Client for use by the End Client or any other designated agency for result preparation, research as decided by the End Client
- The Digital Answer Sheets shall be stored by the Service Provider for the period of 1 Years w.e.f. date of submission of result to the End Client. Certificate to the effect that same has been destroyed after 1 Year.
- Certificate to the effect that no data in any form concerning the project or its outcome will be shared /supplied /sold to any party/individual by the service provider and the selected service provider will be liable under relevant clauses of I.T. Act for any breach of this clause. In case any discrepancy/ breach is noticed by the End Client, the agency will be black listed and appropriate fitting penalty/action in court of law including criminal proceedings shall be initiated by the Board.

### **Features required in Digital Evaluation Software**

- Provision for automatic back up of evaluated Answer Sheets.
- The single custodian of data would be End Client.
- User account management i.e. addition, modification and deletion of evaluator/examiner and head evaluator/examiner.
- Answer Sheet management i.e. mapping of Answer Sheets.

- One time Security setting for setting of password.
- Provision for marking of question by examiner as evaluated, optional, mark for review or not attempted.
- Evaluated check box to ensure that examiner has visited each and every page of an Answer Sheet.
- Examiner comment box for each question.
- Provision for zooming in/out of Answer Sheets for proper viewing.
- Provision for skipping of an Answer Sheet by an examiner if the same is in different medium or not properly scanned, with regulatory remarks.
- Provision for reviewing of any Answer Sheet by the head examiner. The scores of the Head examiner shall overrule the scores assigned by examiner.
- Provision for viewing of evaluated Answer Sheets by the head examiner.
- Provision for re-evaluation by the head examiner.
- There has to be a command center to know the status of overall evaluation at various centers. One responsible person or a team must be available to respond to queries and other difficulties encountered in the process of evaluation by examiner/End Client officials.
- At each evaluation center there should be dashboard of Board displaying the following -
  - (i) Real-time based dashboard for monitoring of activates/progress of work at higher level
  - (ii) Daily and consolidated examiners' attendance
  - (iii) Daily and consolidated Chief/Head examiners' attendance
  - (iv) Daily and consolidated Subject-Medium wise examiner details
  - (v) Daily and consolidated Subject-Medium wise Chief/Head examiner details
  - (vi) Skipped Answer Sheet Details (till date). To be made available to the concerned Regional Officer on a daily basis.
  - (vii) Overall Subject-Medium wise Evaluation (till date)
- Providing password to each and every examiner and Chief/Head examiner one time basis.
- Date wise working hours report of Examiners and Chief/Head Examiners.
- Availability of Answer Sheets, question paper and marking scheme on the computer nodes of each and every Chief/Head examiner and examiner.

- After scanning of Answer Sheets the delivery at the marking centers can be by any secured mode as per the technology available with the service provider which should be fully secured and any type of lapses in this mode will be the sole responsibility the service provider and in event of such a lapse the End Client reserves the right to take necessary action which may include termination of the contract and forfeiture of all claims under this project. In case of transfer of data in any device the same should be sealed in the presence of End Client observer/ representative with his/ her signature and the responsibility of transporting of this device to the marking center will be that of service provider.
- Enabling of security settings for head examiners authentication.
- Maintaining audit log of each and every Chief/Head Examiner, Examiner and IT Manager of Evaluation agency.
- Provision for forgot Password and secret question settings.
- Annotation of each and every question and page of Answer Sheets.
- At the end of the day, marking reports of every examiner to know the number of Answer Sheets evaluated per day and the time taken to complete the given assignment.
- Provision for subject/medium wise selection of Answer Sheet.
- Provision for configuration of multi-lingual question paper.
- Examiners and Chief/Head Examiners feedback.
- Provision for day wise re-evaluation based on evaluation feedback.
- Setting of minimum time of evaluation of an Answer Sheet to avoid fast and possibly inaccurate evaluated Answer Sheet.
- Setting of limit/ceiling for maximum no .of Sheets to be evaluated by an examiner.
- Detailed audit log of evaluation.
- Provision for view of Answer Sheets after the completion of evaluation
- The following reports needs to be generated by the Evaluation software:
  - a) Date wise Chief/Head Examiner and Examiner attendance report
  - b) Subject-Medium wise Examiner detailed report
  - c) Subject-Medium wise Chief/Head Examiner detailed report
  - d) Skipped Answer Sheets' detailed report
  - e) Overall Subject-Medium wise Evaluation report
  - f) Examiner detailed report
  - g) Mark Pattern Report
- Printing of Answer Sheet(s) with annotation

- Provision for auto uploads of marks file.
- Evaluator and Reviewer hands-on Training.
- Provision of revisiting the Answer Sheet on the same day by Evaluator
- Provision of Control on Evaluator / Review logging time in the system to prevent misuse of evaluations
- Step-by-step Marking of a question
- Provision of display of timer to evaluator for monitoring of time taken to evaluate an Answer Sheet
- PERT Chart/Gantt chart method of periodical reporting format to be followed by the Service provider. This reporting would be done through system generated report based on pre-fixed targets and achievements with dates.
- The Reporting console should be facilitated to all users along with administrative officers as designated by end client
- Any kind of deviation in achieving the fixed target would be notified by the service provider to end client.
- The report console should be facilitated with print command.

### **3. Printing of Mark Sheet**

#### **Mark sheet and Certificate printing**

The proposed solution should have the following features for securely printing of certificates

- Master data entry
  - a. Set up of Degree
  - b. Student variable data
  - c. Certificate types and their templates
- Certificate template creation
- Registration of DSC (Digital Signature Certificate)
- Accepting the requisitions for Certificate (New Certificate/ Duplicate certificate, etc.)
- Preparation of Job combining appropriate student list along with certificate template
- Generation of certificate PDF after proper authorization
- Download and Quality check of the certificate PDF
- View the Certificate and approve for printing
- Printing of certificates on the defined paper with decided security features on whitelisted printer
- Tracking of the certificate printing status
- Providing a robust reporting module
- Generate effective MIS to aid the administrators and senior management on the

- WIP of the certificate lifecycle
- Role-based access to the University authorized personnel
- Required certificates need to be couriered to the University

#### **4. Online Verification of Mark-sheet**

1. A web based solution for Online Verification of the issued Certificates
2. Integration of payment gateway with the certificate e-Verification

#### **Features required in Certificate Printing and Online Verification Software**

- User friendly Interface
- Single application to manage the entire life cycle of the certificate management from issuance to verification with all student data flowing through a secured web based application solution
- Role-based access.
- User level authentication
- Automated audit trails at multiple levels
- Powerful analytics and visualization.
- Real time view of progress printing of certificates
- Certificate inventory tracking
- Certificate Management Analytics: Duplicate/Re-issued Certificates Report/Damaged Certificates Report

## CHAPTER – 6

### Proposed Contract Terms

1) **Income Tax/ Service Tax Registration Certificate**

PAN and Service tax registration No. should be quoted.

2) **Contract Documents**

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

3) **Contract Period**

The Contract will be valid initially for a period of 2 years, which will be extended further for a period of one year on satisfactory performance of agency.

4) **Language**

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

5) **Notices**

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

6) **Applicable Law**

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

7) **Deliverables**

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

8) **PAYMENT TERMS**

Payment terms shall be decided when the individual work is awarded to successful bidder in accordance with the contract conditions set by the end client.

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

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

10) **Annual Negotiation**

Annual negotiation given the fact that computer hardware / software and related IT cost undergo rapid change, there would be price negotiation at the end of each year to explore possibility of any price decrease based on mutual agreement

11) **Confidentiality**

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

12) **Performance Security**

EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 9** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.

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

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

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

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

13) **Consortium**

No consortium will be entertained by EdCIL.

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

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

15) **Termination**

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

a) **Termination of The Contract**

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

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



- manner;
- ix. Information submitted/furnished by the contract is found to be incorrect.
  - x. The above shall be without prejudice to EdCIL's other rights under the law.

**b) Consequences of Termination**

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

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

**c) TERMINATION FOR CONVENIENCE**

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

**16) Legal Liability**

EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider. Any legal liability or damage amount arising out of service provider's negligence shall be payable by them either to client or EdCIL.

17) **Settlement of Disputes**

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

18) **Arbitration:**

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

19) **Reservation of Rights:**

EdCIL reserves the right to:

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

20) **Suspension**

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

- i. Shall specify the nature of the failure and
  - ii. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b. EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

21) **Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

22) **Indemnity**

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

23) **Special Terms and Conditions**

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

**Annexure 1****Bid Form**

## I. Addressed to

a.	Name of the tendering authority	CGM (Projects) EdCIL (India) Limited
b.	Address	CGM (Projects) EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372
e.	Email Id	<a href="mailto:vvmurari@edcil.co.in">vvmurari@edcil.co.in</a>

II. Tender No. **EdCIL/BD/RFP/Digitization/2016/07** dated 24 December 2016

## III. Other related details:-

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

- IV. The Tender document fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been remitted vide DD No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- V. The EMD amounting to Rs. 1,00,000/- (Rupees One lakh Only) has been remitted vide DD No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- VI. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VII. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VIII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- IX. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- X. No Advance payment shall be made. Payments shall be made as per payments terms.
- XI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Letter of undertaking**

**(ON THE LETTER HEAD OF THE BIDDER)**

To

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

Sir,

**Subject: Selection of Agency for Entering into Rate Contract for Digitization of Old Records, Digital Evaluation of Answer Sheets and Printing of Mark Sheet & Their Online Verification**

This bears reference to **EdCIL/BD/RFP/Digitization/2016/07 dated 24 December 2016**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

The above document is executed on \_\_\_/\_\_\_/2016 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
Place:

**SELF-DECLARATION – NON BLACKLISTING**

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

To,

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

Sir,

In response to the Tender **EdCIL/BD/RFP/Digitization/2016/07 dated 24 December 2016** for Selection of Agency for Entering into Rate contract for Digitization of Old Records, Digital Evaluation of Answer Sheets and Printing of Mark Sheet & Their Online Verification, I/We hereby declare that presently our Company/Service provider \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



**Turnover Statement**

<b>S.No</b>	<b>Financial Year</b>	<b>Annual Turnover of bidder</b>
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Total	
	Average	

**Note:** Either self-attested audited Profit & Loss Account and Balance Sheet or Certificate from Statutory Auditor/Chartered Accountant certifying turnover only for all three years to be attached.

**Annexure - 5**

**Details of Past Experience:**

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

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

**Power of Attorney:**

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ONTHIS .....DAY OF .....2016.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

---

Witness:

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

Notarised

Accepted

.....

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

Notes:

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

**Letter of Proposal Submission of Financial Bid:**

To:

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

Dear Sir,

We, the undersigned, offer to provide job for Digitization of Old Records, Digital Evaluation of Answer Sheets and Printing of Mark Sheet & Their Online Verification in accordance with your Request for Proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

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

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

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

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

---

**Annexure 8**

**Financial Bid**

<b>Particular</b>	<b>Unit</b>	<b>Rate per Unit (Rs)</b>
Digitization of old record (vary from A10 to 4A0) for complete pre and post scanning as per tender document (Both Black& White and Colour; 300-1200 DPI)	1(One) Page	
Digital Evaluation Service for Complete pre and post evaluation process as per tender document	1 (One) Answer Sheet	
Printing and Supply of Mark sheet/ Certificate	1 (One) Mark sheet/ Certificate	
Online verification of Mark sheet/ Certificate	1 (One) Verification	
	<b>Total</b>	

Total In Words (Rupees \_\_\_\_\_)

<b>Signature of bidder</b>	
<b>Name &amp; Address</b>	
<b>Note :</b>	<b>Date</b>
i)	<i>Above rate are exclusive of service tax which shall be payable as per applicable rates</i>
ii)	<i>Discount or any other offers affecting the package price must be mentioned here only.</i>
iii)	<i>Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.</i>
iv)	<i>If there is any discrepancy in price quoted in figure and words, the price quoted in words shall be considered for evaluation</i>

Name of the Bank: -----

To

EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

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

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

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

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the

EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We,.....( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by .....  
(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.



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

Dated: the day of For

(indicate the name of bank)

Signature of Banks Authorised official

( Name )-----

Designation with Code No. -----

Full Address-----

Witness:

1.

2.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

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

And

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

WHEREAS the EdCIL intends to venture in the field of digitization of old records, digital evaluation of student answer sheets and Printing of Mark Sheet & Their Online Verification, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No Tender **EdCIL/BD/RFP/Digitization/2016/07 dated 24 December 2016**.

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

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. Tender **EdCIL/BD/RFP/Digitization/2016/07 dated 24 December 2016** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or

implementation process related to the contract.

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

### **3. Commitments of Bidders**

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

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

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

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or

foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.

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

#### 4. **PREVIOUS TRANSGRESSION**

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

can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

## 5. **EARNEST MONEY DEPOSIT**

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

## 6.0 **SANCTIONS FOR VIOLATIONS**

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

payment could also be utilized to recover the aforesaid sum and interest thereto.

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

## **7. INDEPENDENT MONITORS**

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

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

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

- 12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. EdCIL/RFP/**Digitization/2016/07** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer  
OFFICER  
Designation

BIDDER  
CHIEF EXECUTIVE

Witness  
1. \_\_\_\_\_ 1.  
\_\_\_\_\_  
2. \_\_\_\_\_ 2.  
\_\_\_\_\_

Witness

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



### CHECK LIST

<b>S.No.</b>	<b>Descriptions</b>	<b>Whether submitted or not (Yes or No)</b>
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favor of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 1,00,000/- drawn in favor of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Deceleration of non-black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Financial Bid duly signed as per Annexure 8 submitted	
12	Signed copy of the tender document submitted	
13	Certificate of incorporation of company/business submitted	
14	Valid certificate for CMMi3 submitted	
15	Certificate for ISO 9001:2008 & 27001 submitted	
16	Cert-in certificate submitted	
17	Any other item mentioned at para 8 of instructions to bidder.	