BID DOCUMENT

Selection of Service provider for managing Classroom Management System Application

Part -I – TECHNICAL BID

NIT No- EdCIL/DES/MSP-CMS/2025/001

Dated: 11.02.2025

EdCIL (India) Limited
A Govt. of India, Mini Ratna Category-I CPSE
EdCIL House, Plot No. 18A, Sector 16A,
Noida-201301 (U.P.) India
Tel: 0120 – 2512001-006, FAX: 0120-2515372
Reg. Office: 7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001
CIN No.: U74899DL1981GOI011882

This document is serially numbered from page number 01 to 74

`DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Company to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company, site visits, investigations, studies, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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Notice Inviting Tender

(e-Tendering mode)

EdCIL (INDIA) LIMITED
(A Govt. of India Mini Ratna CATEOGRY-I CPSE)
SECTOR 16A, NOIDA

N.I.T. No.: EdCIL/DES/MSP-CMS/2025/001 **Date**:11.02.2025

Name of work	Selection of Service provider for managing Classroom Management System Application
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	11.02.2025
Document Download Start Date	11.02.2025
Pre-Bid Submission	16.02.2025 till 1600 Hrs
Pre-Bid meeting	17.02.2025at 1200 Hrs
Document Download End Date and Time	25.02.2025 till 1430 Hrs
Pre-Bid queries should reach by	16.02.2025 till 16:00 Hrs Bid queries received later than the date and time as mentioned above will not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in as per format specified.
Venue of Pre-Bid Conference	Through Online Mode Only Please visit EdCIL website for the information regarding meeting link
Last Date and Time for receipts of Bids	25.02.2025 till 1500 Hrs In case a Holiday is declaredon the day of the event, the same will be held on the next working day at the same time & venue.
Date and Time of Opening of TechnicalBids	25.02.2025 at 1630 Hrs
Earnest Money Deposit	Rs. 60,000/- (Rupees Sixty Thousand Only) in form of Bank Guarantee from a Nationalised Bank in India/ Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted along with documents as per the Instructions to bidders. In case EMD is submitted in the form of BG, the BG should be valid beyond 90 days after the bid validity date and should be as per the Annexure.

No. of Covers	02 (Two Packets)
Bid Validity days	180 days (From last date of opening of tender)
Performance BankGuarantee (PBG)	3% of the contract value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA.
Email Address	destenders@edcil.co.in,
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301
Registered Office	7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001

1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not got registered in e-procurement should get register/enroll before participating.

2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).

3. Bidders are advised to visit the EdCIL Web site to keep themselves updated for information on this tender. Corrigendum and addendum (if any) may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. The Pre-Bid queries, Corrigendum/addendum are part of the tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines in the tender document.

4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 0120-4156001, 4156002, 4154003

CHAPTER- I

Offline and Online Bid Submission

1.1 Offline Submissions:

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope to EdCIL Corporate Office, Noida before the start of Tender Technical Bid Opening.

The envelope shall bear name (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a) Original copy of the EMD Security in the form of Demand Draft/BG.
b) Original copy of the power-of-attorney.
c) Original copy of the Non-Blacklisting Certificate.

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

1.2 Online Submissions:

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

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Type**
1.	Technical Bid	Annexure-I – Letter of Undertaking	PDF
2.		Annexure II- Declaration Sheet	PDF
3.		Annexure III- Technical Compliance Sheet	PDF
4.		Annexure-IV- Self Declaration – Non-Blacklisting	PDF
5.		Annexure V- Annual Turnover Form	PDF
6.		Annexure VI- Annual Turnover from IT/ITES Services	PDF
7.		Annexure VII- List of Orders Executed	PDF
8.		Annexure VIII- Meity Empaneled CSP Authorization form	PDF
9.		Annexure IX- Power of Attorney	PDF
10.		Annexure X-Letter of Bid Submission	PDF
11.		Annexure XI- Bank Guarantee towards Bid Security (EMD)	PDF

12.		Annexure XII- Performance Bank Guarantee (PBG) format	PDF
13.		Annexure XIII- Proforma Pre-Contract Integrity Pact	PDF
		Annexure XIV- Contract Form	PDF
		Annexure XV- List of Authorized banks for BG	PDF
14.		Annexure XVI- Performa for Declaration on Proceeding Under Insolvency and Bankruptcy Code	PDF
15.		Annexure XVII- Pre-Bid Query Format	PDF
16.		Annexure XVIII- Hosting Infrastructure Compliance Sheet	PDF
Envelope-2			
Sl. No.	**Documents**	**Content**	
1.	Financial Bid	Financial Bid Submission Letter	PDF
2.		Price bid as per Financial Bid	.XLS

CHAPTER-II
Definitions

Term	Definition
Supplier	Successful/Selected bidder
Authorized Signatory	The bidder's representative (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 from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Single Packet, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Tenderer/Bidder	"Tenderer" or "Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ 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 rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
DR Centre	Disaster Recovery Data Centre
MSP	Managed service provider, the empanelled vendor who will provide services for management of CMS application
RFP	"**RFP**" means the Request For Proposal
Order	"Order" shall mean the Letter of Award/Work order and its attachments and exhibits.
Consignee	"Consignee" shall mean EdCIL (India) Limited.
CSP	Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment .
Similar Project/Similar Work	Providing services related to Manpower Support/ Application Support/ Management Services

CHAPTER-III
Instructions for E-Tendering

3.1 Instructions for Online Bid Submission:

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

2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as www.tenderwizard.com/EDCIL.

3) The bidders are required to submit soft copies of their bids electronically on www.tenderwizard.com/EDCIL e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.

4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of www.tenderwizard.com/EDCIL. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website www.tenderwizard.com/EDCIL. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

5) All Corrigendum/Amendment/Corrections, if any, will be published on the website www.tenderwizard.com/EDCIL as well as on EdCIL's website.

6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EDCIL.

7) It is mandatory for the bidders to get their Supplier registered with e-procurement portal of EDCIL, i.e. www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-

(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

(i) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.

(ii) Bidders are advised to change the password immediately on receipt of activation mail.

(iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

8) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** www.tenderwizard.com/EDCIL, as

there could be last minute problems due to internet timeout, breakdown, etc.

9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318/ 8800496478/ 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.2 PREPARATION OF BIDS

1) Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.

2) **Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.** Please note the number of covers in which the bid documents have to be submitted, the number of documents (including the names and content of each of the document) that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, these can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

3.3 SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.
2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to pay EMD as applicable through demand draft/BG/direct bank transfer as per tender condition in favor of "**EdCIL (India) Ltd"** payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.

4) A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.

5) The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3.4 ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318/ 8800496478/ 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit documents as mentioned in the **Clause 1.1**

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Digital Certificate(s)

CHAPTER-IV

Instruction to bidders

4.1 Due date:

The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.

4.2 Preparation of Bids

The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the technical/financial bid in the given format.

4.3 General

i. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by EdCIL on the basis of this tender.

ii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of EdCIL.

iii. This RFP does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.

iv. The offer/bid should be inclusive of GST as per prevailing rates. However, the percentage of GST should be clearly indicated.

v. The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.

vi. Price quoted by the bidder is including all transportation and installation etc. cost (if any).

4.4 Code of integrity

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

i. Prohibition of
   a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
   b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
   c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
   d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
g) Obstruction of any investigation or auditing of a procurement process.
h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

ii. Disclosure of conflict of interest.

iii. Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

4.5 Preparation to Bids:

i. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

ii. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

iii. The bid shall be uploaded on the website as per the instruction given in the RFP by the Bidder or duly authorized person(s) to bind the Bidder to the contract.

iv. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

v. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

vi. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.

vii. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

viii. Failure to comply with the below requirements shall lead to the Bid rejection: -
   a. Comply with all requirements as set out within this RFP.
   b. Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
   c. Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

4.6 Language of Proposal:

The proposal prepared by the firm 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 firm 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.

4.7 Bidder's Authorized Signatory:

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

4.8 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.

4.9 EMD:

The bidder should enclose EMD of Rs. 60,000/- (Rupees Sixty Thousand only) in the form of Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA. In case EMD is submitted in the form of BG, the BG should be valid beyond 180 days after the bid validity date and should be as per the Annexure. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD.

However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission as per Annexure. The Bid sent without EMD will be considered as UNRESPONSIVE and will not be considered.

i. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.

ii. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

iii. The Earnest Money will be forfeited on account of one or more of the following reasons:

a) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

b) Bidder does not respond to requests for clarification of its bid.

c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

e) The Bank details for EMD preparation are

Name: EdCIL (India) Ltd
Bank Account No: 36830596465
IFSC Code: SBIN0000691
Bank Name: State Bank of India
Branch Name & Address: (00691) New Delhi Main Branch-11, Parliament Street, New Delhi-110001

4.10 Acceptance/ Rejection of bids:

I. EdCIL reserves the right to reject any or all offers without assigning any reason.

II. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

4.11 Performance Security

I. Performance security in the form of following against each work order to be submitted by the successful bidder:

i. FDR/DD from a Nationalized Bank in India.

ii. Performance Security should be form of Performance bank guarantee (PBG) from a Nationalized Bank in India as per Annexure

II. Performance Security:

i. Whenever a work order is placed by the EdCIL, the concerned supplier would be required to submit a FDR / DD / PBG as per Annexure of an amount of 3% of the value of each work order issued within 15 working days of placing of order failing which appropriate action may be taken by EdCIL.

ii. This FDR / DD/ PBG shall remain valid for a period of 90 (Ninety) days beyond the date of completion of warranty / AMC period.

iii. In case the concerned "Supplier" fails to submit this PBG within the time stipulated, EdCIL at its discretion may cancel the work order for the "Supplier" without giving any notice and terminate the contract.

III. The successful bidder will not be entitled for any interest on the PBGs submitted.

IV. EdCIL shall forfeit their respective PBG in full or part in the following cases:

- When the terms and conditions of contract are breached/ infringed.
- When contract is being terminated due to non-performance of the Supplier.
- EdCIL incurs any loss due to "Supplier's" negligence in carrying out the project implementation as per the agreed terms & conditions.

V. PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.

In case the work order is extended beyond the initial period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

4.12 Amendment in Tender Document

i. 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. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

ii. The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.

iii. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

4.13 Clarifications on submitted bids

During the process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.14 Validity of Bids

i. Bids shall remain valid till 180 (one eighty) days from the date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.

ii. In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

iii. EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.15 Pre-Bid Conference

The bidder is requested to submit any queries in writing as per the pre-bid query format by e-mail so as to reach EdCIL . If required, EdCIL reserves the right to conduct the pre-bid meeting using virtual mode only.

i. Queries relevant to the bid documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in
ii. The queries should necessarily be submitted in the format as specified in the Annexure.
iii. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
iv. The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
v. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
vi. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in and on the e-tendering portal http://www.tenderwizard.com/EDCIL and may be emailed to all participants who have raised the queries.
vii. Any such corrigendum shall be deemed to be incorporated into this RFP.
viii. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

4.16 Acceptance/ Rejection of bids

i. EdCIL reserves the right to reject any or all offers without assigning any reason.
ii. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.
iii. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

CHAPTER-V
Scope of Work

5.1 Classroom Management System

The classroom management system software solution has been designed to help educators and teachers organize, administer, and streamline various aspects of classroom activities in an educational setting. The CMS application enhances the efficiency and effectiveness of classroom management and to improve the teaching and learning experience

The Classroom Management System has been deployed for the project in primary schools across Mauritius. The major functionalities of the CMS application are:

- **Content Management:** The CMS application is designed to provide access to subject wise content to students and teachers. Further the application allows teachers to update their own content for enhancing the teaching process.
- **Role Based Access:** The CMS application provides role-based access control. Based on the user the system provides access to teachers and students to the application functionalities.
- **E-Assessments:** The CMS application has inbuilt modules for E-assessments wherein the teacher can create an E-assessment and conduct the e-assessment among students. This module allows creation of questions in the form of fill in the blanks, true or false and subjective questions which is then stored in a repository. The teachers can use the existing questions or create new questions for adding it to the assessment. The objective based assessments are evaluated as per the answers put in the by the teacher. The subjective questions are to be evaluated by the teachers.
- **Assignment:** The CMS application allows teachers to create assignments which then can be assigned to students. The students can then submit the assignments for evaluation.
- **Data Analytics:** The CMS application provides usage analytics to gauge the usage of content by students. Further it also provides performance analytics of students to teachers for evaluation.
- **Anytime Anywhere access:** The CMS application being hosted to provide anytime anywhere access to students to access content on any device.

5.2 Manpower Support

The successful bidder shall deploy the manpower for managing CMS application and related application hosting services as per requirement:

- The manpower should be assigned for this project only.
- The successful bidder shall provide the indicative manpower as per table below during the entire project duration.

Table 5.1 : Manpower Required

S.No	Position	Qualification	Number of Resources
1.	System Analyst	BTech/BE in CS/IT with a minimum of 5 years' experience in working on IT application/server hosting-based projects.	1

		Proficiency in English is mandatory.	
2.	Front End Developer	BTech/BE in CS/IT with a minimum of 2 years' experience in application front end development. Proficiency in English is mandatory.	1
3.	System/DB Engineer	BTech/BE in CS/IT with minimum 2 years' experience in database/server-based projects. Proficiency in English is mandatory.	1

***Note:** The successful bidder may consider deploying above manpower at client location on requirement basis.

5.3 Creation and Updation of credentials

Creation of Credentials

- The successful bidder shall be responsible for maintenance of database of student and teacher credentials.
- The successful bidder shall be provided teacher and student data in excel format at the beginning of each academic year for creation of credentials.
- The successful bidder shall ensure proper mapping of student and teacher data as per data shared.
- The successful bidder should coordinate with the existing vendor for the current database schema and should define clear processes for creating the credentials.

Updation of Credentials

- The successful bidder shall be responsible for promotion and re-allocation of student and teacher credentials.
- The successful bidder will be provided with updated teacher and student data on regular basis which needs to be properly mapped and updated as per latest data.

5.4 Estimated User Base

The grade-wise estimated user base for a year is defined in table 5.2 below.

Table 5.2: Grade wise User Base

Grade	Grade 4	Grade 5	Grade 6
Total Number of Students and Teachers for each year	13500	13500	13500
Percentage of Total Students and Teachers simultaneously connected to server hosting CMS application	5%	5%	5%

The tentative hosting infrastructure requirement for each grade is defined in table 5.3 below.

Table 5.3: Grade wise User Base

S.No	Services Type	Description	Quantity
1.	Virtual Machine (Application VM)	OS: CentOS Processor: Intel, 16 core vCPU RAM: 32 GB Root Partition Storage: 50GB HDD Physical Core to vCPU Ratio: 1:2	2
2.	Database	Name: Postgre SQL Community Edition Processor: Intel, 8 core vCPU RAM: 32GB Storage: 500GB SSD Physical Core to vCPU Ratio: 1:2	1
3.	Block Storage	Storage Type: SSD Storage Amount:200GB IOPS: >750	1
4.	Object Storage	Storage Type: HDD Storage Amount:1000GB IOPS: >750	1
5.	Load Balancer	Application Load Balancer Throughput: 10000MBPS	1
6.	Public IP	Static IP Addresses	3
7.	VPN	P2P VPN	1
8.	Web Application Firewall	Web application firewall to protect against threats by monitoring and filtering web traffic	1
9.	SSL Certificate	Configuration of new SSL certificate on web-based CMS application	1
10.	Operations and Maintenance Services	Provisioning, installation, Configuration, and Management of the Virtual Machines	1
11.	Security Services	Provisioning, Installation, Configuration and Management of Security Services	1
12.	Support Services	(i) 24x7 access to email, chat and phone support to notify and register the incidents (ii) 24x7 support for general guidance	1
13.	Monitoring & Reporting Services	Generation of SLA reports and Monitoring resource utilization as per defined thresholds.	1

The overall requirement which can be procured through this tender is defined in table 5.4 below.

Table 5.4: Overall Requirement

S.No	Grade	Description	Quantity
1.	Grade-4	Manpower for managing CMS application (as per table 5.1)	01 Set

		Related application hosting services (as per table 5.3)	01 Set
2.	Grade-5	Manpower for managing CMS application (as per table 5.1)	01 Set
		Related application hosting services (as per table 5.3)	01 Set
3.	Grade-6	Manpower for managing CMS application (as per table 5.1)	01 Set
		Related application hosting services (as per table 5.3)	01 Set

- The successful bidder has to provide manpower for managing CMS application and related application hosting services for Grade 4 for an initial period of one year which may be further renewed on year-to-year basis after confirmation from client (maximum 5 years).
- The manpower for managing CMS application and related application hosting services for estimated user for Grade 4 will be initially for a one year period. EdCIL reserves the right to procure manpower for managing CMS application and related application hosting services for Grade 5 and Grade 6 as per requirement from client.
- The estimated Data Transfer of 500 GB/month data input into the server and 1.5TB/month data output out of the server. The monthly data transfer may vary upto +10% of the estimate. The data transfer should deliver traffic over network closest to the end user to ensure optimal latency for best performance.
- An application load balancer needs to be provisioned to balance the load between the application servers and the database servers. The virtual machines (application servers) should be in two different physical locations to support synchronous replication and 'Active-Active' deployment. The block and object storage should be used for storing static and file data.
- The Hosting Infrastructure should be global and needs to be provisioned for automatic routing optimization to keep packet loss, jitter and latency consistently low. It should ensure that the client data is routed through the fastest and best available path.
- Web Application Firewall to create rules to protect CMS from unwanted web traffic, hacks, brute force attacks, cross-site scripting, SQL injection, and other common exploits. The WAF must also provide protection against the OWASP top ten risks and should support upto 25 rules for the WAF.

5.5 Managed Services for CMS

The CMS application requires managed services to be provided for regular day to day working of the application including managing the underlying hosting infrastructure including operating systems, storage, network, security, etc . Deployment & setup of Web Application Firewall and CMS Hosting platform on the servers, CentOS and PostgreSQL configuration. Secure the OS with industry-standard anti-virus protection, regular virus and malware signature updates, and additional OS-level hardening to mitigate risk. Database User Account Management, Database Administration, Creation of Data Dictionary, Structure and Views. Upgrading of all infrastructure from time to time such as upgrading OS etc. Verification of Data Log & Data backup, securing the application using SSL Certificate, DNS and SSL configuration and Monthly Routine maintenance. Some of the services are as follows:

- Compute Services: Provisioning, installation, Configuration, Commissioning/De-commissioning and Management of the Virtual Machines and provide User Department the access to the same via secured web browser / Command Line Interface
- Storage Services: Provisioning of scalable storage capacity as per requirements of the User Department and availability of services
- Database Services: Setting up, installation, configuration, management, upgradation and migration of Database Servers
- For all the hosting services being quoted, the successful bidder has to ensure that all software being offered are genuine and comply to the licensing policy of the software OEM.
- Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments. This includes installed operating systems and other system software deployed by the Successful bidder.
- Security Administration: Configure, monitor and regularly review the security services / configurations for the workloads deployed. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.
- The Successful bidder shall share the best practices with respect to architecture for resource optimization, high availability, security, reliability and reducing the risk of data loss / corruption.
- The successful bidder (on its own or through its CSP) should offer tools and services for compute/storage requirements and security objectives. Successful bidder (on its own or through its CSP) is responsible for provisioning, configuration management, monitoring performance, governance & compliance and resource optimization using the breadth of services provided.
- The Successful bidder in consultation will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Successful bidder is required to give timely suggestions for achieving such optimizations.
- The successful bidder will submit the hosting infrastructure usage report on a monthly and quarterly basis. During the currency of the contract if the usage of a resource goes beyond 90% then EdCIL reserves the right to increase the quantity to meet the usage demands at the quoted price along with related terms & conditions.
- The successful bidder would be required to create and maintain a Helpdesk / telephonic number and email-based ticketing system that will resolve problems and answer queries. The help desk support to users shall be provided on 24 x 7 x 365 basis over telephone, chat and ticketing system.

5.6 Backup

The successful bidder should provide relevant tools and services for backup, migration and replication of applications / data

- The backup should be 1 GB incremental backup, 10 GB full backup.
- RPO (Recovery Point Objective) must be 15 mins.
- RTO (Recovery Time Objective) must be 30 mins.

- Backup solution should take consistent Application and Database backups.
- Duration for retention of backup should be 3 months.
- Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized by Government Department / Agency.
- Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore;
- Provision capacity for backup and restore, as required
- Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.

5.7 Exit Management Services

- These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.
- Migration of the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings and ensuring successful deployment and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.
- The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with EdCIL.
- The successful bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- The successful bidder should ensure that it does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the EdCIL.
- Once the exit process is completed, remove the data, content and other assets from the hosting environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered.
- The successful bidder should provide a comprehensive exit management plan within 90 days from the end of the contract period.
- Carry out the migration of the VMs, data, content and any other assets to the new environment created by EdCIL or any other Agency (on behalf of the EdCIL) on alternate CSP's offerings to enable successful deployment and running of the Government Department's solution on the new infrastructure.
- Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- The successful bidder should ensure that all the documentation required for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to EdCIL during regular intervals as well as during the exit management process.
- Train and transfer the knowledge to the Replacement Agency (or Government Department / Agency) to ensure similar continuity and performance of the Services post expiry of the contract.

- The Successful bidder shall provide necessary handholding support to assist in transition of the services from the Successful bidder to a replacement Successful bidder. The handholding support includes migration of the Virtual Machines, data, content and any other assets to the new environment created by the EdCIL or any Agency (on behalf of EdCIL) on alternate Successful bidder's offerings to enable successful deployment and running of the applications/website on the new infrastructure.

5.8 Duration

The manpower for managing CMS application and related application hosting services shall be procured for initially for Grade 4 users and for an initial period of one year which may be further renewed on year-to-year basis upto 5 years as per client requirement.

Further, the manpower for managing CMS application and related application hosting services for Grade -5 and Grade -6 will be procured in phased manner as per client requirement.

5.9 Liquidated Damages

- **Delay in delivery:** In case of non/partial deployment of hosting services within the stipulated period, penalty @ 1% of the total contract value for every week of delay on the defaulted amount shall be applicable, subject to maximum of 10% of the contract value. After reaching the penalty to maximum, EdCIL will have the right to take appropriate disciplinary actions including termination of the contract.
  Note: Applicable GST shall be charged extra on LD amount.

- Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder.

5.10 Technology Advancement

- No conditional bid shall be accepted and the price format of financial bid should be strictly adhered to.
- If there is technology advancement and reasonable price reduction happens on any of the line items as per commercial bid then it should be passed on to EDCIL and end buyers.

5.11 Indemnity

- The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
- Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team in connection with or incidental to this Agreement; or
- A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder's Team.

- The indemnity shall be to the extent of 100% in favor of EdCIL.

5.12 SLA and Penalties

SLA for Project Activities

Sl. No.	Measurement	Target	Penalty
1.	Creation of new credentials	Within 7 working days of sharing of data	Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment.
3.	Updation of credentials	Within 3 working days of sharing data.	

SLA for Hosting Services

The key service level objectives that relate to the hosting service are indicated below:

I. The SLA parameters shall be monitored on a monthly and quarterly basis. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of EdCIL, then the EdCIL will have the right to take appropriate disciplinary actions including termination of the contract.

II. The full set of service level reports should be available to the EdCIL on a monthly and quarterly basis based on the project requirements.

III. In case of default on any of the service level metric, the Successful bidder shall submit performance improvement plan along with the root cause analysis for the EdCIL approval.

IV. In case these service levels cannot be achieved at service levels defined in the agreement, EdCIL shall invoke the performance related penalties. Payments to the Successful bidder will be linked to the compliance with the SLA metrics laid down.

V. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.

VI. Successful bidder shall provide an uptime of 99.75% for the provisioned hosting services, which shall be calculated on monthly and quarterly basis. The Uptime is equal to total contracted hours less downtime during the period. The Downtime is the time between the non-availability of services and time of restoration of services within the contracted hours. If the bidder fails to maintain guaranteed uptime of 99.75% on monthly basis, EdCIL shall impose penalty. If the uptime is below 95%, EdCIL shall have full right to terminate the contract.

S.No.	Service Level objective	Measurement Methodology	Target/Service level	Penalty
Availability/Uptime				
1.	Availability/Uptime of hosting services Resources	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components). Measured with the help of SLA reports provided by the Successful bidder.	Availability for each of the provisioned resources: >=99.75%	Default on any one or more of the provisioned resources will attract penalty as indicated below. < 99.75% & >= 99% (5% of the quarterly payment due towards application hosting services) < 99% and >= 95% (10% of the quarterly payment due toward application hosting services)

Note:

a) Maximum cumulative penalty cannot exceed 10% of the annual contract value after which the EdCIL may cancel the work order. Further, while signing of Contract Agreement SLA may be redefined as per the project requirement.

b) The selected Bidder shall submit the monthly complaint & resolution reports as requested by the EdCIL as defined in the reporting requirements of scope of work.

c) There has to be 24*7 toll free number for all complaint and support requests by OEM/bidder

d) Applicable GST shall be charged extra over the penalty amount.

CHAPTER-VI

Eligibility and Bid Evaluation

6.1 Bid Opening

I. Please note that prices must not be indicated in the Technical bid and must only be mentioned in the financial bid. If Bidder mentions the offered price in its Pre-qualification & Technical bid, then the bids of such bidders will be summarily rejected.

II. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.

III. Only two persons from each participating bidder's shall be allowed to attend the Bid opening meetings. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity to attend the bid opening.

IV. Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals may be treated as non-responsive, if they are:

a. Not submitted in the format as specified in this RFP document;
b. Non-receipt of offline documents specified in the tender document.
c. Found with suppression of details;
d. Submitted with incomplete information;
e. Submitted without the documents required under this RFP;
f. Non-compliant to any of the clauses mentioned in this RFP;
g. Lesser validity period than that prescribed in this RFP

V. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by the Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples (if any) and reference information as desired by the committee.

6.2 Bid Evaluation Process

Evaluation criteria will be based on evaluation of the bidder meeting the Pre – qualification, evaluation through marking of technical bid and subsequently evaluation of financial bid. The evaluation shall consist of following phases:

a. Pre-Qualification Evaluation
b. Evaluation of Technical bid

c. Evaluation of Financial bid

Pre-Qualification Evaluation

I. The evaluation of the bidders will be carried out as per the pre-qualification criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification Criteria shall be eligible for next round of evaluation i.e. technical evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing. The pre-qualification criteria is defined in clause 6.3 of the chapter.

II. Notwithstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL or project.

III. 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.

IV. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

Evaluation of Technical bid

I. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall be eligible for next round of evaluation i.e. Financial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.

II. The bidder who meet all the eligibility criteria will be called for the presentation and shall be further evaluated on the basis of the marking scheme.

III. The bidder who scores minimum 70 marks in the technical evaluation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

Evaluation of Financial bid

I. On fulfilment of Pre- qualification criteria and technical compliance financial bids of technically qualified bidders will be evaluated. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.

II. It is mandatory for the bidder to fulfil all Pre-qualification criteria to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

III. The bidder with lowest financial quote (L1) shall be considered for award of contract.

IV. Financial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above.

V. Price quoted by the bidder shall be inclusive of all scope of work.

VI. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

VII. It is mandatory for the bidder to fulfil all the Pre-qualification criteria and to be technically qualified to being considered for opening of their Financial Bid and evaluation thereof.

VIII. The financial bids shall be opened in presence of representatives of technically qualified bidders, who may be present. EdCIL shall inform the date, place and time for opening of financial bids.

IX. Financial bid will be inspected to ensure conformance to the format provided in the tender document.

X. The bidder shall quote the prices as per the price format given in the Part B - Commercial Bid of this RFP.

6.3 Pre-Qualification Criteria

Bidder shall have to upload documentary evidence in support of the following mentioned Pre-Qualification Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily.

S. No.	Pre- Qualification Criteria	Supporting Documents
1.	The bidder should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at least last 5 years as on the date of submission of the bid. **Consortium of companies/ firms is not allowed.** **For MSME/NSIC Registered bidder/Startups** The bidder should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at least last 3 years as on the date of submission of the bid. **Consortium of companies/ firms is not allowed.**	• Certificate of Incorporation • Memorandum and Articles of Association
2.	The Bidder should be an authorized partner of the MeitY Empaneled CSP for at least one year as on last date of original bid submission.	• CSP's MeitY empanelment certificate. • Authorization letter from the proposed CSP for bid submission.
3.	The bidder should submit an undertaking from CSP that the CSP will provide system support to the bidder for the duration of the contract. The CSP may authorize only one bidder for this tender.	• A letter of undertaking from the CSP as per Annexure II
4.	The bidder should have valid GST registration and PAN number.	• Copy of the GST registration. • Copy of the PAN Number.
5.	The Bidder should have experience of managing application hosted on server (on-premise/cloud) with minimum 5000 users in an international assignment (single work order)	• The work order mentioning the user base/ completion from client for user(s).

6.	The bidder should have an average annual turnover of at least 50 lakh from IT/ITES services in last three financial years i.e. 2021-22, 2022-23 & 2023-2024. **For MSME/NSIC Registered bidder/Startups** The bidder should have an average annual turnover of at least 40 lakh from IT/ITES services in last three financial years i.e. 2021-22, 2022-23 & 2023-2024.	• Auditor Certificate clearly specifying the turnover from IT/ITES services.
7.	The Bidder must have successfully executed a minimum of one project of hosting (cloud/on-premise) services in India, valued at not less than INR 25 lakh, utilizing a MeitY empaneled CSP, with a minimum operational billing period of 12 months.	• Copy of the Purchase order/ Letter of Award/ Agreement along with Proof of payments/ Invoices spanning over 12 months
8.	The bidder must possess following certification for IT Service management ISO/IEC 20000-1, ISO 9001, ISO 27001 and CMMI Level 3	• Self-certified copies of valid certificates, obtained from certifying authorities (validity at the time of bidding process)
9.	The bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector or court of law in the last 3 years.	• The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure-I.
10.	The Authorized Signatory signing the Bid on behalf of the bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	• Power of Attorney on Non-Judicial stamp paper as per Annexure VII
11.	The BIDDER must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding bid due date.	• A Self Declaration on the Letter head of the BIDDER regarding BIDDER Company not being bankrupt or in process of being declared insolvent / bankrupt as on date as per Annexure XIV.

Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.

I. Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL or project.

II. 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.

III. Only one authorization letter from CSP will be considered for S.No. 3 in pre-qualification criteria. In case multiple authorization letters are received from a single CSP through multiple bidders, then the bid of the bidder having earliest date of issuance of authorization letter shall only be considered and bids of other bidders will be summarily rejected.

IV. A bidder can submit only one bid with the authorization of any CSP, in case bidder proposes multiple CSPs in its bid then the bid will be summarily rejected.

V. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

6.4 Technical Evaluation

S.No.	Description	Evaluation Criteria	Max Marks
1.	The bidder should be in operation in India for at least last 5 years as on the date of submission of the bid.	No. of Years ≥ 10 Years: 15 Marks	**15**
		No. of Years ≥ 7 Years: 10 Marks	
		No. of Years ≥ 5 Years: 5 Marks	
2.	The Bidder should have experience of managing application hosted on server (on-premise/cloud) with minimum 5000 users in an international assignment (single work order)	>=5,000 users and <7,500 users: 5 Marks	**15**
		>=7,500 users and <10,000 users: 10 Marks	
		>=10,000 users: 15 Marks	
3.	The bidder should have an average annual turnover of at least 50 lakh from IT/ITES services in last three financial years i.e. 2021-22, 2022-23 & 2023-2024.	≥ 50 Lakh: 5 Marks	**15**
		≥ 75 Lakh:10 Marks	
		≥ 1 crore:15 Marks	
4.	The Bidder must have successfully executed a minimum of one project of hosting (cloud/on-premise) services in India, valued at not less than INR 25 lakh, utilizing a MeitY empaneled CSP, with a minimum operational billing period of 12 months.	Number of Projects=1: 5 Marks	**15**
		Number of Projects=2: 10 Marks	
		Number of Projects >2: 15 Marks	

5.	The bidder must possess following certification for IT Service management ISO/IEC 20000-1, ISO 9001, ISO 27001, CMMI Level-3	ISO 20000: 2.5Marks ISO 9001: 2.5Marks ISO 27001: 2.5Marks CMMI Level 3: 2.5Marks	**10**
6	Technical Presentation and Demonstration	• Approach and Methodology - 10 Marks • Capability to offer managed services, and Compute, Bandwidth & storage with no time delay -10 Marks • Governance Tools and Processes -10 Marks	**30**

For MSME/NSIC Registered bidder/Startups

S.No.	Description	Evaluation Criteria	Max Marks
1.	The bidder should be in operation in India for at least last 3 years as on the date of submission of the bid.	No. of Years ≥ 7 Years: 15 Marks	**15**
		No. of Years ≥ 5 Years: 10 Marks	
		No. of Years ≥ 3 Years: 5 Marks	
2.	The Bidder should have experience of managing application hosted on server (on-premise/cloud) with minimum 5000 users in an international assignment (single work order)	>=5,000 users and <7,500 users: 5 Marks	**15**
		>=7,500 users and <10,000 users: 10 Marks	
		>=10,000 users: 15 Marks	
3.	The bidder should have an average annual turnover of at least 40 lakh from IT/ITES services in last three financial years i.e. 2021-22, 2022-23 & 2023-2024.	>= 40 Lakh: 5 Marks	**15**
		≥ 60 Lakh:10 Marks	
		≥ 80 Lakh:15 Marks	
4.	The Bidder must have successfully executed a minimum of one project of hosting (cloud/on-	Number of Projects=1: 5 Marks	**15**

	premise) services in India, valued at not less than INR 25 lakh, utilizing a MeitY empaneled CSP, with a minimum operational billing period of 12 months.	Number of Projects=2: 10 Marks Number of Projects >2: 15 Marks	
5.	The bidder must possess following certification for IT Service management ISO/IEC 20000-1, ISO 9001, ISO 27001, CMMI Level-3	ISO 20000: 2.5Marks ISO 9001: 2.5Marks ISO 27001: 2.5Marks CMMI Level 3: 2.5Marks	**10**
6	Technical Presentation and Demonstration	• Approach and Methodology - 10 Marks • Capability to offer managed services, and Compute, Bandwidth & storage with no time delay -10 Marks • Governance Tools and Processes -10 Marks	**30**

6.5 Contract Finalization and Award

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

6.6 Work Order

I. Based on the client requirement the work order will be issued to successful bidder on the accepted price.
II. Failure to provide services as per requirement by bidder may result into forfeiture of EMD, PBG & termination of the contract.
III. EdCIL will intimate the Supplier in writing regarding any extension in the work order. Extension of the contract would not lead to the extension of any of the in-force work orders.
IV. Contract termination shall automatically lead to termination or expiry of all work orders which were issued based on the contract.
V. The expiry of the contract does not lead to the expiry of the work order. The supplier must complete the obligation of the work order as per the signed contract until the time duration which will be mentioned in the work order.

6.7 Fraud and Corrupt /Malpractices

All the bidders must observe the highest standards of ethics during the process of selection of Successful Bidder and during the performance and execution of contract.

I. For this purpose, definitions of the terms are set forth as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the EdCIL or its personnel in contract executions.

b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive EdCIL of the benefits of -responsive. free and open competition.

c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

II. EdCIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to be having been engaged in corrupt, fraudulent or unfair trade practices.

III. EdCIL will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

6.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the Fixed Performance Guarantee of the most responsive Bidder.

Chapter-VII
Delivery Timeline & Payment terms

7.1 Duration and Timelines

The duration of the project is for an initial duration of one year which may be further renewed on year-to-year basis after confirmation from client upto a maximum period of five years from the date of contract. The prices quoted by the bidder as per the financial bid submission form should be valid for a five year period. The successful bidder has to complete the task within stipulated time of 14 days from the date of issuance of LOA, unless terminated earlier in accordance with the provision of the signed agreement.

S. No.	Milestone	Timeline (In Days)
1.	Bank Guarantee Submission and contract agreement Execution	T+15
2.	Setup of Hosting Infrastructure as per scope of work	T+20
3.	Deployment of CMS application	T+25

Note:- * Here 'T' Indicates the date of LOA.

- Penalty of 0.5% per day delay of the annual contract value will be imposed on the successful bidder for delay in execution of timelines. The GST will be charged extra on the penalty amount as per prevailing rates.

7.2 Payment Terms:

S. No.	Milestone	Payment % of the Annual Contract Value
1.	Infrastructure & Managed Services (to be paid quarterly on successful completion of services of each quarter in accordance to the SLA report) The bidder should submit the following documents to the EdCIL for the payment: • The Tax invoice for the quarter. • Quarterly SLA report certified by client/EdCIL official for satisfactory working.	To be paid quarterly at the end of each quarter on satisfactory services and in accordance to SLA. Payments will be released on back to back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client on submission of the required document.

Chapter-VIII

Key Contract Terms

8.1 Standards of Performance

The Successful bidder shall deliver the services and carry out their obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful bidder shall always act in respect of any matter relating to this contract as faithful successful bidder to EdCIL. The Successful bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

8.2 Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction. The place of jurisdiction would be New Delhi (India).

8.3 Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

8.4 Taxes

Successful Bidder should be entirely responsible for all taxes incurred until delivery of the contracted Services. Only GST charged in the invoice will be paid; other than that no other taxes/ duties/ levies will be paid.

8.5 Successful bidder Integrity

The Successful bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

8.6 Termination for default

The EdCIL should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, terminate the Contract in whole or part:

I. If the Successful bidder fails to complete the work within the period(s)specified in the order, or within any extension thereof granted by the EdCIL; or

II. If the Successful bidder fails to perform any other obligation(s) under the Contract.

III. If the Successful bidder, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

IV. For the purpose of this Clause:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Successful bidder should continue the performance of the Contract to the extent not terminated.

8.7 Risk Purchase Clause

In event of failure of completion of work within the stipulated delivery schedule, the consignee has all the right to purchase the item/equipment/service from the other source on the total risk and cost of the successful bidder under risk purchase clause.

8.8 Force Majeure

The Successful bidder should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

I. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

II. If a Force Majeure situation arises, the Successful bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.9 Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving

Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8.10 Non-Disclosure

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

8.11 Prices

The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the overall price must be mentioned in Financial Bid only. Discount or any other offers affecting the overall price mentioned at any other place of the bid other that Financial Bid will not be considered. Price information shall not be there in Technical Bid. The prices quoted by the bidder should be valid for a period of 5 years.

8.12 Limitation of Liability

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

II. Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder

executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

a. For the purposes of the Clause (II) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

b. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

8.13 Indemnity

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

I. Any negligence or wrongful act or omission by the successful Bidder or the successful Bidder's Team or any third party associated with Bidder in connection with or incidental to this contract; or

II. Any breach of any of the terms of the successful Bidder's Bid as agreed, the Tender and this Contract by the successful Bidder, or the successful Bidder's Team or any third party.

III. Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

The indemnity shall be to the extent of 100% in favor of EdCIL.

8.14 Liquidated Damages

I. Notwithstanding EdCIL's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in this RFP document will be charged as per the penalties, subject to a maximum of 10% of the total value of the Work Order.

II. EdCIL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the successful bidder.

III. Applicable GST shall be charged extra from the successful bidder on SLA penalty and other Liquidated Damages.

8.15 Arbitration

I. Any dispute arising out or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Indian International Arbitration Centre (IIAC) in accordance with the Indian International Arbitration Centre (conduct of arbitration) Regulations (IIAC regulations) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

II. The place/seat of arbitration shall be New Delhi India. The tribunal shall consist of one arbitrator(s)

III. The law governing the arbitration agreement shall be Indian law. The language of the arbitration shall be English. The governing law of the contract shall be Indian law

IV. The arbitration cost shall be borne by the supplier.

8.16 Jurisdiction

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

8.17 Compliance Certificate

The bidder must provide this certificate on their letter head indicating conformity to the technical specifications. (as per Annexure).

8.18 Award of Contract

I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without hereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.

II. EdCIL has the right to review at any time prior to award of contract that the prequalification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria, are no longer met by the Bidder whose offer has been determined as first rank.

8.19 Notices

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

For the purpose of all notices, the following should be the address Consignee:

The Chief General Manager (DES)

EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201301, Uttar Pradesh
Tel: 91-120-2512001 to 2512006

Successful bidder: (To be filled in by the successful bidder)

8.20 Escalation Matrix:

The bidder should provide at-least 3 level escalation matrix for providing resolution of the complaints at local level.

8.21 Acknowledgement

It is hereby acknowledged that we have gone through all the conditions mentioned above and below and we agree to abide by them.

8.22 Fall Clause

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

8.23 Termination for Convenience

EdCIL reserves the right to terminate the contract at any time without assigning any reason thereof.

ANNEXURE-I

Letter of Undertaking
(On the letter head of the organization)

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

Subject- Selection of Service provider for managing Classroom Management System Application

Sir,

This bears reference to EdCIL Bid No. **……** Dated ……. 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 _____ at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:
Place:

ANNEXURE-II

<< Organization Letter Head >>

DECLARATION SHEET

We,_____hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking as on date.	NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of EMD) 8. UTR No. (For EMD)	
9. Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful	

(Signature and seal of the Tenderer)

ANNEXURE-III

Tender Compliance Sheet

We hereby confirm that we are complying to the technical specifications as specified in the tender document and the offer is submitted in accordance to the technical requirement. The all relevant documents in support of our claims are enclosed at the following pages:

S. No.	Description	Yes/No with Page No.
1.	BID SECURITY(EMD) Whether the bidder has attached the Bid Security?	
2.	Amount of Bid Security (EMD) as per bid requirement or not?	
3.	Date of issue of Demand Draft/BG for EMD	
4.	Validity of the Demand Draft/BG as per tender condition or not?	
5.	Bid validity as per tender condition or not?	
6.	Legal Status/ Constitution of firm (any document & partnership deed etc.)	
7.	Whether the bidder has quoted for all the items & services in the Schedule?	
8.	Whether price as per Financial Bid quoted or not?	
9.	Whether Project Timeline as per bid agreed or not?	
10.	Payment terms as per bid agreed or not?	
11.	Undertaking as per **Annexure-I** or not?	
12.	Letter of proposal signed and enclosed with the bid offer	
13.	Signed copy of Pre-contract integrity pact	
14.	Letter of Bid submission	
15.	Signed copy of the tender document submitted	
16.	Power of Attorney	
17.	Declaration Sheet	

ANNEXURE-IV

SELF-DECLARATION: NON-BLACKLISTING

This is to confirm that we M/s_____(give full address) have notbeen declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking/enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the directand indirect cost related to the cancellation of the order will be borne by us besidesany legal action by EdCIL which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

ANNEXURE-V

Annual Turnover Form

Sl. No.	Financial Year	Annual Turnover (Rs. In Crore)	Net Worth (Rs. In Crore)	Profit/Loss (Rs. In Crore)
1.	2021-22			
2.	2022-23			
3.	2023-24			
Total				
Total in Words				
Average				
Average in Words				

Note:

- Certificate from Statutory Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.
- Values entered in words will be treated as final.

Signature with Seal of the Chartered Accountant with UDIN No.

Signature with Seal of the Bidder

ANNEXURE-VI

Annual Turnover from IT/ITES Services

Sl. No.	Financial Year	Annual Turnover from IT/ITES Services (Rs. In Crore)
1.	2021-22	
2.	2022-23	
3.	2023-24	
Total		
Total in Words		
Average		
Average in Words		

Note:

- Values entered in words will be treated as final.

Signature with Seal of the Chartered Accountant with UDIN No

Signature with Seal of the Bidder

Annexure VII

List of Orders Executed

List of Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)			
Name of the organization	**Year of Award**	**Work Order Value**	**Name of Contact Person and other details**

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

ANNEXURE-VIII

MeitY empanelled CSP Authorization Form

No. _____ dated _____

To
Chief General Manager
(DES),EdCIL (India) Limited,
EdCIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

Bid No. _____
CSP <<NAME OF THE CSP>> (hereafter "CSP") is pleased to support <<PARTNER NAME>> for the pursuit of the Tender for <<TENDER REFERENCE NUMBER>>.
I/We confirm that as on the date of this letter <<PARTNER NAME AND ADDRESS>>, has due authorization from us to use our cloud services for the purposes of the above referenced tender. Should <<PARTNER>> be awarded the contract resultant from the above referenced tender, CSP will support <<PARTNER>> with our commercially available cloud services in accordance with the then prevailing commercial terms and agreements.
Yours faithfully,
(Name):_____
(Name of MeitY empanelled CSP):_____

Note: This letter of authority should be on the letterhead of the CSP and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

ANNEXURE-IX

Power of Attorney

Know all men by these presents, we…… (name of firm 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 andon 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 /responsesto 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 theentering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and inexercise 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 herebyconferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE……THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF …….. 2025.

For …… (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

……

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

Notes:

1. The mode of the execution of the power of Attorney shall 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 beunder seal affixed in accordance with the required procedure.

2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power ofAttorney in favor 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 alsohave 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 Apostle certificate.

ANNEXURE-X

LETTER OF BID SUBMISSION

To
Chief General Manager (DES),EdCIL (India) Limited,
EdCIL House, 18A,
Sector- 16A,
NOIDA- 201 301 (U.P)

SUBJECT: Selection of Service provider for managing Classroom Management System Application

-Submission of Bid -

Sir,
Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____and accompanying statements are true and correct.
2. I / we certify that we have not changed/altered any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.

3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.

5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S.No.	Name of Work	Certificate From

6. Earnest Money Deposit amounting to Rs.60,000 in the form of DD/Pay Order No. ---------- dated ---------- issued by---------- Bank is submitted.

7. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicableEnclosures:

Date of Submission:

ANNEXURE – XI

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No._____

To
Chief General Manager (DES),EdCIL (India) Limited,
EdCIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

Whereas .....(here in after called "the Bidder") has submitted its Bid dated .....(Date) in response to the RFP No: ..... for Selection of Service provider for managing Classroom Management System Application (here in after called "the Bid")

KNOW ALL MEN by these presents that We.....having our registered office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of..... for which payment well and truly to be made to the said EdCIL itself, its successorsand assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL during the period of Bid validity:
   i. fails or refuses to execute the Agreement form if required; or
   ii. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of for

(indicate the name of bank official)
Witness
1.

Signature of Banks Authorized

(Name)_____
Designation with Code No. ---------

2. Full Address----------

Annexure XII

PERFORMANCE BANK GUARANTE FORMAT

Name of the Bank: _____

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

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 Agency" 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 Agency 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 Chief General Manager (DES), 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 Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency 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 Agency 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 Agency 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 Agency and accordingly discharges this guarantee.

5 (a) Not withstanding 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 shall 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 Agency 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 Agency 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 Agency 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 Agency.

8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus 90 Days). 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 Authorized official
(Name)_____
Designation with Code No. ---------
Full Address----------

Witness

1
2.

ANNEXURE-XIII

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 …. 2024, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

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

WHEREAS the EdCIL proposes to procure services towards "_____(Name of the Work)."

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. **……** Dated …….. 2024.

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 Education performing its functions.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No **……** dated ……2024 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 shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 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, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

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 firm, 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 TRANGRESSION

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

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

5. EARNEST MONEY DEPOSIT

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs…….. as Earnest Money with the EdCIL through Account Payee Bank Draft/BG in favor of EdCIL (India) Limited. In case EMD is submitted in the form of BG, the BG should be valid till …..

days from submission of bid , as per the Annexure. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission.

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 shall be for satisfactory performance of the terms of Bidder 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. 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 shall 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 shall be further extended at the discretion of the EdCIL.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.

x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.

7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

EdCIL (India) Limited	BIDDER
Name of the Officer :	CHIEF EXECUTIVE OFFICER
Designation:	
Witness:	Witness:
1. _____	1. _____
2. _____	2._____

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

Annexure XIV

Contract Form

THIS AGREEMENT made the ..... day of ..... 2025 between ..... EdCIL (Hereinafter called "the Purchaser") of the one part and ..... (Name & address of Supplier) ..... (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchase is desirous that certain Goods and ancillary service es viz. ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,

   [a] The Price Schedule submitted by the Bidder;
   [b] The Schedule of Requirements;
   [c] The Terms & Conditions
   [d] The EdCIL's Notification of Award/ Purchase Order

3. In consideration of the payments to be made by the EdCIL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity inall respects with the provisions of the Contract.
4. The EdCIL hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

S. No.	Brief Description of Goods& Services	Quantity to besupplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first abovewritten.

Signed, Sealed and Delivered by the
said..... (For the EdCIL)

in the presence of .....

Signed, Sealed and Delivered by the
said..... (For the Supplier)

in the presence of .....

ANNEXURE- XV

LIST OF AUTHORISED BANKS FOR BG

Any Guarantee issued by PSU Bank (or) Private Bank operating in India must be operational and invocable in Noida only. For Guarantee to be operational in Noida theissuing bank must designate a specified Bank Branch in Noida.

Following banks are permissible for accepting Bank Guarantees:

SCHEDULED PUBLIC SECTOR BANKS

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

.

SCHEDULED PRIVATE SECTOR BANKS

S.No.	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

Annexure XVI

Performa for declaration on proceedings under insolvency and bankruptcy code

Tender No. : .....
Name of Work : .....
Bidder 's Name : ..... .

I/ We, M/s._____declare that:-

a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

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

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

Place:
Date: Signature of Bidder Name of Signatory

Annexure XVII

Pre-Bid Query Format

Queries should be submitted in .XLS format.

RFP Description				
RFP No.				
Organization				
Address				
Contact Person				
Contact No.				
Mail Id				
S.No.	SectionNo.	Page No.	Clause as per RFP	Clarification Sought

Annexure XVIII

Hosting Infrastructure Compliance Sheet

S.No	Services Type	Requirement	Bidder's Proposed Specification	Bidder's Proposed Model	Compliance (Yes/No)	Remarks
1.	Virtual Machine (Application VM)	OS: CentOS				
		Processor: Intel, 16 core vCPU RAM: 32 GB				
		Root Partition Storage: 50 GB HDD				
		Physical Core to vCPU Ratio: 1:2				
2.	Database	Name: Postgre SQL Community Edition				
		Processor: Intel, 8 core vCPU RAM: 32 GB				
		Storage: 500GB SSD				
		Physical Core to vCPU Ratio: 1:2				
3.	Block Storage	Storage Type: SSD				
		Storage Amount:200GB				
		IOPS: >750				
4.	Object Storage	Storage Type: HDD				
		Storage Amount:1000GI				
		IOPS: >750				
5.	Load Balancer	Application Load Balancer Throughput: 10000MBI				
6.	Public IP	Static IP Addresses				
7.	VPN	P2P VPN				
8.	Web Application Firewall	Web application firewall to protect against threats by monitoring and filtering web traffic				
9.	SSL Certificate	Configuration of new SSL certificate on web-based CMS application				