

**GOVERNMENT OF NCT OF DELHI  
DIRECTORATE OF EDUCATION  
OLD SECRETARIAT, DELHI-110054**

**Request For Proposal (RFP) to Empanel Service Provider for Implementation of 'Student Data Digitization Project' for students studying in Govt. Schools/Govt. Aided Schools/Public Schools/ MCD Schools /Other schools functioning within the jurisdiction of NCT of Delhi.**

**TENDER ID 2018\_DE\_161428\_1**

The Directorate of Education, Government of NCT Delhi invites proposals from reputed agencies to provide services to digitize the student data for the students studying in Govt. Schools/Govt. Aided Schools/Public Schools/ MCD Schools / Other schools functioning within the jurisdiction of NCT of Delhi. In this project, Data of **approximately 40 Lakh** students to be digitized. The entire project is to be completed within 01 month. For more details log on to website [www.edudel.nic.in/tenders.html](http://www.edudel.nic.in/tenders.html)

The RFP is available on Delhi Government e-procurement portal [govtprocurement.delhi.gov.in](http://govtprocurement.delhi.gov.in)

Proposals in the requisite format may be submitted along with necessary enclosures latest by **08<sup>th</sup> November, 2018(on or before 12:00 noon)**

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**DIRECTOR (EDUCATION)**

## **DISCLAIMER**

This RFP Document is being issued on behalf of Directorate of Education, GNCT of Delhi for **“Implementing Digitization of Data of Students”** studying in Govt. Schools/Govt. Aided Schools/Public Schools/ MCD Schools / other schools functioning within the jurisdiction of NCT of Delhi.

The information contained in this Request For Proposal (“RFP”) document or subsequently provided to prospective Bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Education (hereinafter referred to as the “DoE”), or any of its employees, is provided to prospective Bidders on the general 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 DoE to the prospective Bidders or any other person. The purpose of this RFP is to provide interested service providers with the information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DoE in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each prospective Bidder may require. This RFP may not be appropriate for all firms, and it is not possible for the DoE, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each prospective Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The DoE makes no representation or warranty and shall have no liability to any person including any prospective 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, reliability or completeness 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 in this Selection Process.

The DoE also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any prospective Bidder upon the statements contained in this RFP.

The DoE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the DoE is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for providing services and the DoE reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## **INVITATION FOR PROPOSALS**

Online proposals through e-procurement system on behalf of Government of National Capital Territory of Delhi are invited up to or before 08.11.2018 till 12:00 noon under Two-Bid Proposals (Technical and Financial Proposal) for providing services with respect to 'Student Data Digitization Project'.

The prescribed forms along with applicable terms and conditions has been published on the Government e-procurement website on 31.10.2018 and can be downloaded from <http://govtprocurement.delhi.gov.in>.

**Proposal will be accepted on-line only.**

### **SCHEDULE OF DATES OF RFP**

Date of uploading/publishing of RFP:	31.10.2018
Last Date of submission of E.M.D & Technical Proposal (Hard Copy)	08.11.2018 at 12:00 Noon
Opening of Technical Proposal	08.11.2018 at 03:00pm

**Opening of Financial Proposal will be decided later on.**

Bidders are advised to read the RFP carefully. Bid response/Proposal prepared in accordance with the procedures enumerated in the RFP should be submitted online to the Directorate of Education, GNCTD, not later than the date and time laid down and at the address given in the RFP.

Estimated Project Value of each Category is as under:-

Name of Project	Approx Number of Students to be covered under the Project	Estimated Project Value (In Rupees)	Earnest Money Deposit @ 2% of Project Value (In Rupees)	Performance Guarantee (5% of Project Value)
<b>Student Data Digitization Project</b>	40 Lakh	Rs. 5 Crore	Rs. 10 Lakh	Rs. 25 Lakh

(The above shown figure has been specified on identical basis; however it may vary as per actual number of students).

The first requirement to participate in e-tender is to have digital signature and the registration of bidders with Application Service Provider National Informatics Centre is mandatory. For any enquiry about e-tender/digital signature, please contact at NIC Help Desk, C Wing, 6<sup>th</sup> Floor, Vikas Bhawan-2, Near-Metcalf House, Civil Lines, Delhi-110054, Tel No. 011-23813523.

**The Bidder should submit the proposal in the following two forms:**

- A. **Technical Proposal:** It should contain the documents mentioned under the Clause -13 of the RFP.
- B. **Financial Proposal:** It should have only rate quoted by the Bidder per Form (containing data of 01student) in the prescribed format only.

The Technical proposal of the companies/firms shall be evaluated by the Departmental Purchase Committee/Technical Evaluation Committee and the Financial Proposal of only those companies/firms shall be opened on-line which qualify in Technical Proposal in terms of criteria specified in RFP.

The Director of Education reserves the right to accept or reject any or all or any part of the tender without assigning any reason whatsoever.

**Spl. Director of Education**

## **DESCRIPTION OF SERVICE**

Through this document, the Directorate of Education intends to address the needs of the data entry of student records, from agencies having expertise in this field to submit a proposal based on the scope of work in this bid document.

This Directorate is intent to empanel service provider(s) for data digitization of approximately 40 Lakh students studying in all govt schools/govt. aided schools/public schools/ MCD schools/ other school functioning under the jurisdiction of NCT of Delhi. The Department will provide student data records in physical form. The Entry of Data is to be made in a **Prescribed Format (Annexure-G)** having 35-40 fields. **The data entry has to be done in English only.**

The objective of data digitization is mainly to build up a database of students and utilize the data for various govt schemes.

The Service Provider needs to adhere with the followings for the process of data digitization:-

- Determining logistics of data digitization
- Assessment of volume of data to be digitized for delivering the services.
- Codifying process for continuous verification and correction of the digitized data
- Instituting logical checks for checking the accuracy of data
- Digitization of data
- Defining process for quality check of data and ownership transfer of data
- Verifying and correcting the digitized data
- Meta Data Entry
- Service Provider for Data Digitization shall digitize all historical data provided at the Implementation sites.
- All required modification for meta data field requirement to be done in the software
- Service Provider for Data Digitization shall follow the Data Digitization Strategy approved by department which will also include internal quality assurance mechanism.
- Service Provider for Data Digitization shall ensure complete data cleaning and validation for all data digitized and loaded on to required Application.
- Service Provider for Data Digitization shall validate the data before submitting the same to the department.
- Service Provider for Data Digitization shall generate appropriate control reports before and after digitization to ensure accuracy and completeness of the data.
- Service Provider for Data Digitization shall conduct the acceptance testing and verify the completeness and accuracy of the data Digitized to the required Application.

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

- 1.1 The present On-line proposals are being invited under which the bidder shall provide services for **“Data Entry & Digitization of Details of Students”** studying in all Govt. Schools/Govt. Aided Schools/Public (Private) Schools/ MCD Schools/ other schools functioning within the jurisdiction of NCT of Delhi under two bid systems (Technical and Financial).
- 1.2 Bidder(s) are advised to study the RFP Document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.

### **2. ELIGIBILITY OF BIDDER**

The bidder(s) must fulfil the following eligibility conditions and submit documentary proof in support of claim of fulfilling the conditions while submitting the technical Proposal.

1. The bidder(s) must be registered in India under the Indian Companies Act, 1956 /Partnership Act 1932 / Sole Proprietorship (with GST or Service Tax Registration Certificate) firm and should be in existence in India for at least the last 03 years, as on last date of submission of proposal.
2. The Bidder(s) must have experience in the field of data entry, scanning & digitization for the last 03 years as on last date of submission of proposal.
3. The Bidder(s) should have currently valid GST Registration Certificate, Service Tax Certificate and PAN No.
4. The bidder(s) should not have incurred any loss in two (02) years during the last 03 financial years ending with 31<sup>st</sup> March 2017.
5. The average annual turnover ending with 31<sup>st</sup> March 2017 should be equal & above to the 30% of the estimated cost of the project in last three (03) financial years ending with 31<sup>st</sup> March, 2017.
6. The bidder(s) should not be blacklisted or debarred for any fault from any Govt. Department/Organization.

### **3. QUALIFICATION OF THE BIDDERS:-**

- 3.1. The "Bidder" as used in the Proposal documents shall mean the one who has signed the Proposals. The Bidder may be either the Constituted attorney of the company/firm/organization or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 3.2 It is further clarified that the individual signing the Proposal or other documents in connection with the Proposal must certify whether he/she signs as :
  - a) Constituted attorney of the company/firm/organization  
OR
  - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company
- 3.3 The Bidder(s) shall sign its Proposals with the exact name of the Company to whom the contract is to be issued. The Proposals shall be duly signed and sealed by an executive officer of the Bidder's organization. Each Proposal shall be signed by a duly authorized officer executed under seal.
- 3.4 The Bidder(s) shall clearly indicate their legal constitution and the person signing the Proposals shall state his capacity and also source of his ability to bind the Bidder.
- 3.5 The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Proposal. DoE may out rightly reject any Proposal not supported by adequate proof of the signatory's authority.
- 3.6 Bidder is required to confirm and declare online with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Education Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 3.8 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of



Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

3.9 The implementing agency will not be allowed to outsource or assign any activities of their project to any other agency.

#### **4. VERIFICATION OF INFORMATION**

4.1 It shall be deemed that by submitting online a proposal, the Bidder has: -

- a) made a complete and careful examination of the RFP;
- b) received all relevant information/Description of Service, requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
- d) Satisfied itself about all matters, things and information including necessary and required documents for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred in tender hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc.
- f) Acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- h) Noted that this proposal is invited on single responsibility basis, so the bidder is supposed to quote the rates considering all aspects, e.g. inclusive of all taxes/charges, etc, while submitting his proposal.

4.2 The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.

## **5. MODE FOR SUBMISSION OF PROPOSAL**

The proposal must be submitted online on the website <https://govtprocurement.delhi.gov.in> Proposal will not be accepted if sent by post. The firms are required to authenticate and scan (colour) all the legible documents required in the technical proposal and upload the same on the notified website.

## **6. ONE PROPOSAL PER BIDDER & COST OF PROPOSAL.**

Each Bidder can submit one bid only. More than one bid shall be summarily rejected. The bidder shall bear all costs associated with the preparation and submission of his proposal and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process

## **7. AMENDMENT/ CORRIGENDUM OF RFP DOCUMENT**

- 7.1. At any time prior to the last time and date for receipt of Proposals, the DoE, 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 an amendment.
- 7.2. The amendment/ corrigendum will be notified online through <https://govtprocurement.delhi.gov.in>. Amendment shall not be published in newspaper.
- 7.3. In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum into account in preparing their Proposals, the DoE may, at its discretion, extend the last date for the receipt of Proposals.

## **8. LANGUAGE OF PROPOSALS**

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

## **9. EARNEST MONEY DEPOSIT**

- (i) The bidder(s) will have to submit **Earnest Money Deposit** of the requisite amount in the form of Fixed Deposit Receipts / Bank guarantee from any of Scheduled Bank in favor of "Director of Education, Government of National Capital Territory of Delhi, Old Secretariat, Delhi". Earnest Money will not be accepted in the form of Cash/DD/ Money Order. The bid security shall remain valid for a period of 45 days beyond the Final Validity period \*\*. Note- \* \* 165 days (120 days + 45 days)

- (ii) The bidder(s) are advised to furnish the bid security in the acceptable form in a duly superscripted sealed envelope. The Earnest Money Deposit must be submitted physically in the office of proposal opening authority **on or before 08.11.2018 till 12.00 noon.**
- (iii) If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within 15 days of the placement of the work order, the bid security / Earnest Money Deposit will be forfeited and the awarded work will be cancelled.
- (iv) Bid security/ EMD of the bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of the validity of its tender.
- (v) EMD of unsuccessful bidder(s) will be returned to them approximately within 30 days after award of contract. No interest is payable on EMD amount.

## **10. OBLIGATION OF DIRECTORATE OF EDUCATION**

Obligation of the Directorate of Education is as under:

- a) Project Monitoring and Coordination.
- b) Monitoring the project through proposed dashboard and MIS.
- c) Coordinate with the vendor to provide required data in the stipulated time to the agency.
- d) Centre level quality control checks.
- e) Department shall provide server for uploading the data entry records for finally digitized data.

## **11. SCOPE OF WORK.**

The scope of work will entail the following:-

- a) The agency shall carry out the data entry process of the records pertaining to students Data entry forms will be supplied/ provided by the department.
- b) The agency shall arrange requisite hardware including desktops; network etc. at own level. Any requisite software/ application for data entry shall also be arranged by the agency at own level.
- c) The agency shall propose digitization facility at its own premises/office.
- d) No Infrastructure /Manpower shall be provided by the Department.
- e) The data entry records should be done directly in the software developed by agency.
- f) Agency needs to seek prior approval of software from department before commencement of work.
- g) After Complete Data Digitization, agency needs to submit the entire data to department or upload in identified server of department.
- h) The entire project has to be completed within **01 month (30 days)** of the agreement signed with the Department. The details/data of students (in hard copy) shall be provided by the Department well in advance.

- i) The successful bidder should enter into agreement within 10 days of issuance of Work Order and to submit 5% of contract value as Performance Bank Guarantee.

## **12. ROLE & RESPONSIBILITY OF THE BIDDER.**

- (i) The agency has to complete the project within a span of **30 days** from the date of signing of agreement with the department.
- (ii) The agency shall ensure 100% data accuracy.
- (iii) The agency shall take good care of all records and will be responsible for security of the record from time of receipt to time of delivery.
- (iv) The agency shall handover of Physical Data to department after completion of data digitization.
- (v) The agency shall provide the backup of data in hard drive also.

## **13. SUBMISSION OF THE PROPOSALS & DOCUMENT REQUIRED**

Besides uploading, the Interested agencies may invariably submit his/her technical proposal physically in Room No: 7, Old Secretariat, Directorate of Education, Government of NCT of Delhi for technical evaluation in 02 superscripted sealed covers separately namely (1) EMD Cover (2) Technical Supporting Documents Cover –[It must contain check list (**Annexure-1**) along with legible copies of supporting documents(including certified proof against each) mentioned below at point (ii) to (x) as Technical proposal].

- (i) Earnest Money Deposit – Refer to Clause-9.
- (ii) The bidders shall provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms / GST or Service Tax Registration Certificate for Sole Proprietorship Firms.
- (iii) Proof of Experience-(Refer to Clause 2.2 of this RFP)- in **Annexure-‘B’**. alongwith certified copies of Work Orders/ Work Complication/Satisfactory Certificate containing value of the project.
- (iv) Self-attested copy of Registration under GST & PAN No.
- (v) Summary of detail regarding financial year wise average annual turnover (in preceding 03 financial years ending with 31<sup>st</sup> March 2017) in **Annexure-‘C’** along with supporting document- Audited Balance Sheet (duly certified by the Chartered Accountant) for preceding three financial years i.e. 2014-2015, 2015-2016 & 2016-2017 showing turnover & profit/loss details.
- (vi) Details of Manpower (exists on payroll of the bidder as on 30.09.2018), certified by Company Secretary / HR.-**Annexure-‘D’**
- (vii) An undertaking on Rs. 100/- on non-judicial stamp paper stating that their firm/agency has not been banned/debarred by any Govt. Department/PSU/Autonomous body- **Annexure-‘E’**.
- (viii) An undertaking on Rs. 100/- on non-judicial stamp paper stating that work will not be executed through sub-contract through another agency. **Annexure-‘F’**.
- (ix) Authorization letter/document from management in favour of Authorized signatory.
- (x) Any other Document as specified in the RFP.

#### 14. OPENING OF TECHNICAL PROPOSAL

Technical Proposals will be opened online on 08.11.2018 at 03:00pm in Room No: 7, Old Secretariat, Directorate of Education, Government of NCT of Delhi in the presence of bidders or their authorized representatives who wish to be present on the occasion. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents are found in order as per condition of RFP. The technical proposal shall be opened by the duly constituted Technical Evaluation Committee (TEC). The decision of the Director (Education) to declare any of the bidders qualified/disqualified in the bidding, on the basis of the advice of the TEC, shall be final and binding. The intimation of decision of the Director (Education) shall be conveyed to the bidders.

#### 15. RIGHT OF THE DEPARTMENT TO REJECT ANY PROPOSAL

The Director of Education, GNCT of Delhi reserves the right to cancel/reject the proposals at any stage- Technical/Financial. Further, the Director of Education, GNCT of Delhi does not bind himself/herself to accept the lowest or any other proposal and reserves the right to reject any or all the proposals received without assigning any reason. All proposals in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. The Director of Education, Government of National Capital Territory of Delhi reserves to himself/herself the right of accepting the whole or any part of the proposal and the bidders shall be bound to perform the same at the rate quoted and as accepted by the Director (Education).

#### 16. EVALUATION OF TECHNICAL PROPOSAL FOR IMPLEMENTING AGENCIES.

Evaluation of technical proposals will be done by Technical Evaluation Committee/Purchase Committee of the DoE as per following parameter. (Maximum mark-100)

Sr. No	Parameter for Evaluation of Technical Proposals	No. of marks	Remarks (if any)	
1.	Existence of bidder (as on last date of submission of proposal)	Since 05 Years	0	10 marks max.
		Above 05 Years	10	
2	Value of Project (in Rs.) Completed during last 05 financial years ending with 31.03.2018.	Less than 02 Crore	10	30 marks max.
		02 – 05 Crore	20	
		Above than 05 Crore	30	
3.	Average Annual Turnover of last 03 financial years ending with 31.03.2017	Less than 02 Crore	10	30 marks max
		02-05 Crore	20	
		Above than 05 Crore	30	
4.	Number of Manpower engaged on the Payroll of the bidder as on 30.09.2018	Up to 100	10	30 marks max
		101 - 200	20	
		201 and above	30	

## **17. SHORT-LISTING OF TECHNICAL PROPOSALS FOR OPENING OF FINANCIAL PROPOSALS**

The technical proposals of eligible firm/agency will be evaluated by the Technical Evaluation Committee on the marking scheme of criteria as mentioned in Clause-16. After marking, **up to five (5) proposals** will be short-listed for opening of Financial Proposal.

## **18. FINANCIAL PROPOSALS**

The bidder shall furnish (**online only**) the financial rate bid (called Financial Proposal) in **Annexure-'A'** (for concerned category of the project).

- (i) The financial bid shall remain valid for the 04 months.
- (ii) The financial bids of only those bidders who successful qualify on the evaluation of technical bids shall be opened on the date and time which shall be conveyed to such bidders. The acceptance of financial bid shall be subject to the approval of the Director (Education) on the recommendations of the Committee.
- (iii) The Bidder must quote only single rate for inclusive of all taxes/charges.
- (iv) The tender which is found with double/multiple/optional rates will be summarily rejected.

## **19. AWARD OF WORK CONTRACT**

- (i) Successful technically qualified bidder whose Financial Proposal is found to be the lowest rate (L-1) will be awarded work contract for the project. However, depending on the anticipated need of exigency, it may become necessary to award parallel rate contract also.
- (ii) The DoE may also opt for parallel rate contract and if the Directorate opt for parallel rate contract, the L-1 bidder shall be awarded at least the work for 50% of total quantity. For rest of quantity, the work shall be awarded among all technically qualified shortlisted bidder(s) in proportionate who will agree to accept the work at the quoted rate of the L-1 bidder.
- (iii) If 02 or more financial proposals of the bidders are found as same & lowest quoted rate , the work will be offered to the agency having highest average annual turnover in first instance.

## **20. PERFORMANCE GUARANTEE**

The successful bidder will be required to submit Performance Guarantee @ 5% (Five Percent) of the awarded value within 10 days of the award of the work. This guarantee shall be in the form of Fixed Deposit Receipt/Bank Guarantee from any of scheduled bank in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the said period, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the work awarded would be cancelled.

The performance guarantee must remain valid for the period of 60 days beyond the date of completion of all the contractual obligations. In case the contract period is extended further, the validity of performance security shall also be extended by the contractor accordingly. No interest is payable on Performance Security/Guarantee by the Department.

If at any stage, the bidder deviates from the terms and conditions of the Contract Agreement or his performance are found to be unsatisfactory, Agreement of contract shall be liable to be terminated without any notice and the Performance Security shall be forfeited.

## **21. PENALTY FOR DELAY IN COMMENCEMENT, SLOW PERFORMANCE OR DELAY IN SERVICE**

Any short fall in the agreed terms & conditions will be subject to imposition of penalties including termination of the contract. In case of delay in providing Services, liquidated damages not exceeding an amount equal to 0.1% (Zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Services Provider, suitable extension of time shall be granted.) The total quantum of penalties shall not exceed 20% of total transacted value of the programme. Director Education will be the authority to assess the Quantum of penalty.

## **22. PAYMENT SCHEDULE**

The following schedule is applicable for release of payment to the selected agency.

<b>S. No.</b>	<b>Payment Terms</b>	<b>Percentage of total amount of awarded work</b>
1.	On completion of 50% of work as awarded	40%
2.	On completion of further 50 % of work as awarded	60%

## **FORCE MAJEURE**

If at any time during the currency of contract, either party is subject to force majeure which can be termed as civil disturbance, riots, strikes, tempest, act of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about happening of such an event. Neither party shall be, reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or cease to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

## **DISPUTE RESOLUTION.**

- (A) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities/representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Lt. Governor, Delhi.
- (B) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (C) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the disputes relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

## **JURISDICTION OF COURT.**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**SPL. DIRECTOR OF EDUCATION**



**CHECK LIST FOR TECHNICAL PROPOSAL**

1. Name of the bidder :
2. Full Postal Address :
3. Telephone number :
4. E-mail ID :

<b>S. N</b>	<b>Name of desired Document</b>	<b>Whether copy of desired certificate/ Documents are uploaded</b>	<b>Documents/ Details (copy enclosed at page No. of the Proposal)</b>
1.	<b>Earnest Money Deposit (EMD)</b> having suitable validity **	FDR/B.G No..... Name..... Branch..... Date.....	
2.	Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms/GST or Service Tax Registration Certificate for Sole Proprietorship Firms (refer to clause -13(ii) of RFP)	<b>Yes/No</b>	
3.	Proof for experience – (Annexure -B) (refer to clause -13(iii) of RFP)	<b>Yes/No</b>	
	Work Order	<b>Yes/No</b>	
	Completion Certificate	<b>Yes/No</b>	
	Satisfactory Certificate	<b>Yes/No</b>	
4.	Self Attested Copies- (refer to clause -13(iv) of RFP)	<b>Yes/No</b>	
	Registration under GST	<b>Yes/No</b>	
	PAN No.	<b>Yes/No</b>	
5.	Summary of Average Annual Turnover (Financial Year wise)- (Annexure-C) (refer to clause -13(v) of RFP)	<b>Yes/No</b>	
	Audited balance sheet for the following 03 Financial Years		
	2014-15	<b>Yes/No</b>	
	2015-16	<b>Yes/No</b>	
	2016-17	<b>Yes/No</b>	
6.	Details of Manpower (actually exists on the payroll of the bidder as on 30.09.2018), certified by Company Secretary / HR (Annexure-D) (refer to clause -13(vi) of RFP)	<b>Yes/No</b>	
7	An undertaking on Rs.100/- non judicial stamp paper that their firm /agency has not been debarred/banned or declared black listed by any Govt. Department/ PSU/ Autonomous Body. (Annexure-E)	<b>Yes/No</b>	
8.	An undertaking on Rs. 100/- non judicial stamp paper that the firm will not engage any sub - contractor in any manner. (Annexure-F)	<b>Yes/No</b>	
9.	Authorization letter/document from management in favor of signatory	<b>Yes/No</b>	

**(Signature of Authorized Signatory)**  
**(Rubber seal)**

**ANNEXURE – ‘A’****FINANCIAL PROPOSAL**

<b>Proposal inviting Authority : DIRECTOR, DIRECTORATE OF EDUCATION, GNCT OF DELHI, OLD ECRETARIAT, DELHI - 54</b>				
<b>Name of work:</b>		<b>Digitization of Data of Students studying in Govt. Schools/ Govt. Aided Schools/Public Schools/ MCD Schools / other schools functioning within the jurisdiction of NCT of Delhi.</b>		
<b>Name of the Firm :</b>				
<b>SCHEDULE OF WORK</b>				
<b>Sl No.</b>	<b>Name of work</b>	<b>Approx Number of Students to be covered under the Project</b>	<b>Rate per FORM (Annexure-G) (approximately 35-40 fields to be entered) (In Rs.) Inclusive of all taxes/Charges (in figure)</b>	<b>Rate per FORM (Annexure-G) (approximately 35-40 fields to be entered) (In Rs.) Inclusive of all taxes/Charges (in words)</b>
1.	<b>Digitization of Data of Students studying in Govt. Schools/Govt. Aided Schools/Public Schools/ MCD Schools / other schools functioning within the jurisdiction of NCT of Delhi.</b>	<b>40,00,000 approx</b>		

**Note:- Each FORM shall contain the details of 01 student. Each FORM may have 35-40 fields of Details.**

**ANNEXURE-'B'**

**DETAILS OF EXPERIENCE**

**(Details to be filled with respect to experience of last 05 years with project value)**

S.N	Name of the organization with which the bidder has worked	Type of organization (Govt./PSUs/MNC/ Autonomous Body/ Banks/ Others) with which the bidder has worked	Brief Detail of Project	Duration of the Project	Value of the work order/ work completed
				2013-14	
				2014-15	
				2015-16	
				2016-17	
				2017-18	

Name & signature of the authorized signatory  
With rubber stamp

**DETAILS OF ANNUAL TURNOVER**

1. Name of the Bidder \_\_\_\_\_

2 Address with Tel No / Fax \_\_\_\_\_

3 Annual turn-over for the following three years \_\_\_\_\_

(in Indian Rupees)

Financial Year	Turnover (Rs. In lakhs)
2014-15	
2015-16	
2016-17	

Name & signature of the authorized signatory  
With rubber stamp

**CERTIFICATE**

**(To be certified by Company Secretary/ HR)**

It is certified that the bidder has engaged a number of .....manpower on its payroll as on 30.09.2018.

**Sign of Certifying Authority**

Name of Certifying Authority.....

Designation – Company Secretary / HR

Address:-

Tel No.

Email ID.....

**UNDERTAKING**

(ON NON JUDICIAL STAMP PAPER OF Rs.100)

To

The Director,  
Directorate of Education,  
Govt. of NCT of Delhi,  
Old Sectt., Delhi-54

Name of the firm/manufacturer \_\_\_\_\_

Sir/ Madam

1. I/We hereby agree to abide by all terms and conditions laid down in RFP.
2. This is to certify that I/We before signing this bid have read and fully understood all the details contained therein and undertake myself to abide by the terms of RFP.
3. I/We declare that I/we or any of our constituent partners (in case of partnership firm) have neither been debarred nor blacklisted for tendering in any organization at any time. It is further stated that none of us has been convicted by any court of law.

(Signature of the Authorized Signatory)  
With Rubber Stamp.

**UNDERTAKING**

(ON NON JUDICIAL STAMP PAPER OF Rs.100)

To

The Director,  
Directorate of Education,  
Govt. of NCT of Delhi,  
Old Sectt., Delhi-54

Name of the bidder

\_\_\_\_\_

Sir/Madam

I/We hereby undertake that the firm will not engage any sub-contractor or transfer the contract to any other person in any manner.

(Signature of the Authorized Signatory)  
With Rubber Stamp.

**REVISED PROFORMA**

*For comprehensive data in respect of students in the govt. /Govt. Aided/ Govt. Unaided  
Recognized Schools of Delhi.*

**Name of the Authority under which School is working:** DoE/ NDMC/DCB/East DMC/ North DMC/ South DMC.

(For the purpose of verifying the residential address of students of Delhi for use in various purposes of the department)

**School Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**School I.D.** \_\_\_\_\_

<b><i>Student Details</i></b>			
<b>Name</b>		<b>Student I.D.</b>	
<b>Class and Section</b>		<b>Current address</b>	

**FAMILY DETAIL (INCLUDING OF STUDENT)**

<b>SL. No</b>	<b>Name</b>	<b>Relationship with Student</b>	<b>Mobile Number</b>	<b>Voter ID (EPIC) No. (attach self attested photocopy)</b>	<b>Address on Voter I.D. Card</b>	<b>Educational Qualification</b>

**(Signature of Parents)**

**Note:** - The DATA so collected in this proforma will be kept strictly confidential and shall not be used for any other purpose except as specified above.