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is looking forward to...



TENDER
for
Virtual Exhibition of Pariksha Pe Charcha

NCERT
Sri Aurobindo Marg
New Delhi 110016

Nov 2024

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Section 1: Letter of Invitation

National Council of Educational Research and Training (NCERT) has issued this tender to identify vendors for developing the virtual exhibition of Pariksha Pe Charcha (PPC).

About NCERT

The National Council of Educational Research and Training (NCERT) is an autonomous organization set up in 1961 by the Government of India to assist and advise the Central and State Governments on policies and programs for qualitative improvement in school education. The major objectives of NCERT and its constituent units are to: undertake, promote and coordinate research in areas related to school education; prepare and publish model textbooks, supplementary material, newsletters, and journals and develop educational kits, multimedia digital materials, etc. organize pre-service and in-service training of teachers; develop and disseminate innovative educational techniques and practices; collaborate and network with state educational departments, universities, NGOs and other educational institutions; act as a clearing house for ideas and information in matters related to school education; and act as a nodal agency for achieving the goals of Universalization of Elementary Education.

About Pariksha Pe Charcha -Virtual Exhibition

Pariksha Pe Charcha is an annual event that takes place each year, during which the Honorable Prime Minister Shri Narendra Modi interacts with students, parents, and teachers from across the country. The Prime Minister shares valuable tips on how to approach board and entrance exams in a relaxed and stress-free manner. The 7th edition of Pariksha Pe Charcha was held on January 29th, 2024, at the Bharat Mandapam in New Delhi. During this event, the Prime Minister engaged with students, teachers, and parents, offering guidance and encouragement. The 8th edition of PPC is around the corner and is expected to be held in the month of January.

During this event also, students will have the opportunity to present their exhibits to the Honourable Prime Minister. It is expected that these exhibits will represent the unique perspective of the students in integrating art, life experiences, science, design and technology and therefore is worth preserving in forms other than just physical artifacts.

The aim is to recreate Pariksha Pe Charcha in a virtual format, is to allow audiences from across the country to experience the event all through the year from the comfort of their homes. The virtual platform will showcase the arts, crafts, and innovation projects undertaken by students, providing inspiration and motivation to others. The experience will be a 3D/ 2D experience, similar to the physical exhibition, offering attendees a unique and engaging virtual environment.

Technical Specifications for Pariksha Pe Charcha -Virtual Exhibition

The Pariksha Pe Charcha virtual platform has to be an interactive 3D/2D environment with comprehensive features to facilitate attendee engagement and interaction. However, in the interest of making quality content accessible, NCERT is open to exploring other additional technical specifications.

- Total Attendees Expected: 2,00,00,000 (2 Crore+) through the year
- Concurrency Expected: 10,000

Platform should be ready for the virtual traffic.

Key components of the platform could include, but are not limited to:

- Landing Page, Registration, and Login:
 - A landing page which will provide an overview of the event and serve as the registration portal for attendees. Registration will collect basic details such as name, email, phone number, state, and city.
 - Attendees can log in to the platform after registration
 - All Registration data should be available for download in Excel format from the platform dashboard
 - The website should also be accessibility - friendly
- Lobby of Event:
 - This is where the attendee will land and can go to different zones of the event
 - The lobby would be used to display information & branding of the sponsors and organization bodies
 - The creative design for the lobby will be handled by the vendor
- Exhibition Hall:
 - The 3D/2D exhibition hall will display projects from students in arts, crafts, and science fields, with approximately 120 booths assigned.
 - Each booth could either feature a 3D/2D avatar of the student along with their exhibits in interactive 3D/2D format (Paintings & sculptures) or a video recording of the student's process of developing the exhibit
 - Attendees should be able to explore the hall and interact with exhibits to learn about their creations and stories.
 - The exhibition area may be categorized into halls if required based on project categories for ease of navigation.
- Auditorium:
 - The auditorium will feature speeches and addresses from Honorable Prime Minister of India and esteemed ministers, as well as essential sessions and discussions necessary for students.
 - The Auditorium could feature recordings of various sessions throughout the year
- Selfie Zone:
 - A dedicated selfie zone could be there to allow attendees to capture selfies with the Honorable Prime Minister, post them on a selfie wall or download them and share them on social media.
- Quiz Zone:

- A quiz zone could also be there to promote active learning with quizzes on Indian culture and festivals, encouraging attendee participation.
- Attendees will earn points based on quiz performance, contributing to a leaderboard that fosters healthy competition.
- Leaderboard:
 - Leaderboard could feature the top 100 attendees in the last 7 days based on their engagement score to foster healthy competition which will compel attendees to explore as much as they can.
- Multilingual Support:
 - The platform should have multilingual support, allowing attendees to access content in different Indian languages.
 - All elements, from registration forms to user interface buttons, will be available in multiple languages for attendee's convenience.
- Live Notifications& Automated Ticketing
 - Platform should have a feature to send notifications to the attendees
 - Notification can be Live or Persistent where live notifications will be sent to only attendees who are presently live whereas persistent notification can be sent to all registered attendees and will be available at all times
 - There should be a feature to schedule the notifications also
 - The bugs and issues faced by users should be resolved via an automated ticketing system.
- Portal Maintenance and Dashboard:
 - Ensure timely updates to the portal to incorporate the latest features, patches, and fixes for bugs or vulnerabilities.
 - Compatibility updates to support all commonly used browsers and devices.
 - Regular performance monitoring and optimization to maintain fast loading times and seamless navigation.
 - Periodic server performance testing to handle high traffic during exhibitions or special events.
 - Provision for adding, modifying, or deleting exhibition content, images, and multimedia files efficiently.
 - Maintaining a backup system for content and ensuring data integrity.
 - Regular data backups to ensure no loss of critical information.
 - Disaster recovery plans to restore services in case of downtime or technical failures.
 - Periodic functional and usability testing to ensure a seamless user experience.
 - Cross-platform testing to maintain consistent performance on desktops, tablets, and mobile devices.
 - A dashboard to manage user database, emails, notifications etc.
 - The dashboard should also show the user statistics
- Server:
 - The server space will be provided based on the projected requirement by the Ministry of Education through the Ministry of Electronics and Information Technology.

Suggestive KPIs for the Platform that could be demonstrated via previous work include

- 1. User Registration and Engagement**
 - Registration Rate: Number of users registering on the app.
 - Login Frequency: Average number of logins per user per week.
 - User Retention Rate: Percentage of users returning to the app within 7, 30, and 90 days.
 - Active Users: Number of daily, weekly, and monthly active users.
- 2. Event Navigation and Participation**
 - Lobby Engagement: Time spent in the lobby and number of interactions with sponsor information and branding.
 - Exhibition Hall Visits: Number of visits to the 3D/2D exhibition hall and average time spent per visit.
 - Booth Interactions: Number of interactions with student booths, including views of 3D/2D avatars, video recordings, and 2D exhibits.
 - Category Navigation: Ease of navigation based on user feedback and time taken to find specific categories.
- 3. Auditorium and Content Consumption**
 - Live Stream Attendance: Number of attendees viewing live streams.
 - Recorded Session Views: Number of views of recorded sessions.
 - Engagement with Content: Average duration of live stream sessions and recorded videos watched.
- 4. Selfie Zone Interaction**
 - Selfie Captures: Number of selfies taken with the Prime Minister's avatar.
 - Social Media Shares: Number of selfies shared on social media.
 - Selfie Wall Participation: Number of selfies posted on the selfie wall.
- 5. Quiz Zone Activity**
 - Quiz Participation Rate: Number of users participating in quizzes.
 - Quiz Completion Rate: Percentage of quizzes completed.
 - Leaderboard Engagement: Number of users checking the leaderboard and average score improvements over time.
- 6. Multilingual Support Utilization**
 - Language Preference: Distribution of language preferences among users.
 - Language Switch Rate: Number of times users switch languages.
 - Feedback on Language Support: User feedback regarding the quality and accuracy of multilingual support.
- 7. Notifications and Communication**
 - Notification Open Rate: Percentage of notifications opened by users.
 - Live Notification Engagement: Engagement rate with live notifications.
 - Scheduled Notification Effectiveness: Effectiveness of scheduled notifications in driving user engagement.
- 8. Automated Ticketing and Issue Resolution**
 - Ticket Submission Rate: Number of issues reported via the automated ticketing system.
 - Resolution Time: Average time taken to resolve reported issues.

- User Satisfaction: User satisfaction ratings regarding issue resolution.
9. Portal Maintenance and Dashboard:
- Ensure timely updates to the portal to incorporate the latest features, patches, and fixes for bugs or vulnerabilities.
 - Compatibility updates to support all commonly used browsers and devices.
 - Regular performance monitoring and optimization to maintain fast loading times and seamless navigation.
 - Periodic server performance testing to handle high traffic during exhibitions or special events.
 - Provision for adding, modifying, or deleting exhibition content, images, and multimedia files efficiently.
 - Maintaining a backup system for content and ensuring data integrity.
 - Regular data backups to ensure no loss of critical information.
 - Disaster recovery plans to restore services in case of downtime or technical failures.
 - Periodic functional and usability testing to ensure a seamless user experience.
 - Cross-platform testing to maintain consistent performance on desktops, tablets, and mobile devices.
 - Data Accuracy: Accuracy of user database and registration details.
 - Email Campaign Effectiveness: Open and click-through rates of emails sent from the dashboard.
 - User Statistics Monitoring: Frequency and detail of user statistics reports generated and reviewed.
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10. Dashboard and Data Management

- Overall User Satisfaction
- User Ratings: Average rating of the Web portal.
- Feedback Volume: Number of feedback entries submitted through the Web portal.
- Improvement Suggestions: Number and nature of suggestions for Web portal improvement.

Section 2. Instructions for Applicants

2.1 Introduction

2.1.1 The Client (namely NCERT) will select an agency in accordance with the method of selection specified in the Data Sheet. The Consulting agency's (hereinafter referred to as Applicant) are advised that the selection of consulting agency shall be on the basis of an evaluation by Client through the selection process specified in this tender (the Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are final without any right of appeal whatsoever.

2.1.2 The Applicants are invited to submit Technical and Financial Proposals (collectively called as –the Proposal), as specified in the Data Sheet, for the services required for

the Assignment. The Proposal will form the basis for grant of work order to the selected Applicant. The Applicant shall carry out the assignment in accordance with the Terms of Reference of TENDER (the TOR).

2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this tender. The Proposal shall be submitted as per the forms given in relevant sections herewith.

2.1.4 Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the tender;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in terms thereof.
- (ii) The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.5 Number of Proposals: No Applicant shall submit more than one Proposal.

2.1.6 Cost of preparing the Proposal: Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

2.1.7 Client requires that the Applicant hold Client's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

2.1.8 It is the Clients policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:

- a) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question;

- b) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

2.1.9 The Applicant shall submit his proposal in four parts containing details of EMD, Technical Proposal and Financial Proposal respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD is to be deposited at NCERT, Sri Aurobindo Marg, New Delhi-16 before the due date/time. No proposal shall be accepted in any other form and shall be summarily rejected.

2.1.10 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this tender, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.2 Clarification and amendment of tender Documents

Applicants may seek clarification on this tender Document, within two (2) days of the date of issue of this tender Document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Clients email address at Email: spsciet@gmail.com prior to the above mentioned period:

The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and/or on the Central Public Procurement Portal (CPPP) portal.

- 2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the tender Documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website and/or CPPP portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.3 Earnest Money Deposit

- 2.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of **Joint Director, CIET payable at New Delhi**, for

the sum of Rs 200,000/- (Rupees Two Lakh Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3G.

- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as – [EMD for Virtual Exhibition for Pariksha Pe Charcha] and not to be opened except in the presence of evaluation committee. **This envelope shall be delivered to Joint Director, CIET, NCERT, Sri Aurobindo Marg, New Delhi 110016 in physical form before the Proposal Due Date.** In addition, a scanned copy (in pdf format) shall also be uploaded on CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicants Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the TENDER and work order.
- 2.3.4 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the tender without prejudice to Client's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this tender (including the Standard Form of work order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this tender and as extended by the Applicant from time to time,
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit,
or
 - (iv) If the Applicant commits any breach of terms of this tender or is found to have made a false representation to Client.
- 2.3.5 Performance Security @ 5% of the amount indicated in this TENDER shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the tender work order. For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 120 (One twenty) days after the completion of the assignment.
- 2.3.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists or has not been stayed or suspended as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.7 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.4 Preparation of proposal

- 2.4.1 Language and Format: Applicants are requested to submit their Proposal only in English language and strictly in the formats provided in this tender.
- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the tender Document. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.3 The technical proposal should provide the Documents as prescribed in Section 3 of this tender. No information related to financial proposal should be provided in the technical proposal.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to Client being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.5 The Proposals must be digitally signed by the Authorized Representative (the –Authorized Representative) as detailed below:
- (i) by the proprietor in case of a proprietary firm;
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- 2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this tender, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or Documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspect.
- 2.4.7 Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this tender Document. The Financial Proposal should be a lump sum proposal inclusive of all the costs (except GST) associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all the expenses and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. GST shall be additional viz the financial bid should be including GST. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in Section 4 of this tender.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form_name. Applicant name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.5.3 The Applicant shall submit his proposal in three covers containing details of EMD, Technical Proposal and Financial Proposal respectively, on e-procurement portal.

2.5.4 Due Date for submission:

a) The Application or its modifications must be uploaded on the portal no later than the deadline mentioned in the Schedule of selection Process, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline. Applications submitted by either facsimile transmission or telex shall not be accepted. It would be advisable that the bidders upload their bid response on CPP Portal well in advance without waiting for last minute; Ministry of Education will not take any responsibility for slow speed or sudden malfunctioning of CPP Portal at the last hour.

b) Client may, at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.2.1, uniformly for all Applicants.

2.5.5 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address for Proposal submission. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6 Proposal Evaluation

2.6.1 Responsiveness of Proposal: Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the TENDER at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

2.6.1.1 Technical Proposal stage

- (i) the Technical Proposal is received in the form specified in this tender;
- (ii) it is accompanied by the Earnest Money Deposit as specified in this tender;

- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) it is not non-responsive in terms hereof.

2.6.1.2 Financial Proposal stage

- (i) The Financial Proposal is received in the form specified in this tender;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.4 Minimum Qualification Criteria

S No	Minimum Qualification Criteria	Document
1	Applicant should be a registered firm/company/partnership in India involved in consulting / advisory business operations for a minimum of 3 years, as on 1 st April 2020	Form 3A
2	Applicant should not be black listed by any Central / State Government / Public Sector Undertaking in India.	Form 3B
3	Applicant must have minimum average annual revenue of Rs. 1 crore from consulting and related advisory services during the last 03 years (2019-2020,2020-2021 and 2021-2022). (A certificate from Statutory Auditor/CEO of the Company should be submitted).	Form 3C
4	Applicant should have handled at least three similar projects	Form 3D

2.6.5 Technical Evaluation:

- 2.6.5.1 The evaluation committee (Evaluation Committee) appointed by the Client will carry out the evaluation of responsive pre-qualified proposals on the basis of the following evaluation criteria and points/marks system. If required, the Client may seek specific clarifications from any or all Agency (ies) at this stage.

- 2.6.5.2 The Technical Proposal will be evaluated on the basis of the Applicants experience in India unless specified so, key personnel being proposed, capability to have multi stakeholder consultations, regional presence etc.
- 2.6.5.3 Proposal Presentations: Client shall invite each Applicant to make a presentation. The purpose of such presentations would be to allow the bidders to present the key points in their proposals.
- 2.6.5.4 Each evaluated Proposal will be given a technical score (TS) on the basis of the applicant as detailed below. The maximum marks to be given under each of the evaluation criteria are:

S. No	Evaluation Parameter	Maximum Mark	Criteria for marking
1	Successful completion of Projects	30	Number of completed relevant assignments: 3 assignment: 30 Marks 2 assignments: 20 Marks 1 assignments: 10 Marks Ongoing projects where at least 50% of milestones / payments have been realized shall be considered. Timely completion of the cited assignments shall be given greater weightage.
2	Approach & Methodology to be adopted	40	Marks shall be given for in depth details of the Timelines, QC Process, Security Compliance, Service and Maintenance; and Performance Matrices: a detailed timeline for the delivery of the web-based platform for the Virtual Exhibition of PPC; detailed outline of the QC process in place so as to ensure the virtual exhibition of PPC in both the web -platform and the app maintain the highest standards; detailed outline the various security compliances that will be adhered to in line with the GoI rules and regulations and the industry best practices; list in detail the Service and Maintenance plan for the web-based platform for the Virtual Exhibition of PPC; detailed outline on the platform's performance metrics that can be used to meet the KPIs of the program
5	Presentation	30	Marks shall be given for understanding of the issues involved and relevance of the proposed solution/ approach/ methodology
	Total	100	

2.6.6 Final selection:

- 2.6.6.1 The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology).
- 2.6.6.2 The technical score (ST) would be calculated for each applicant by the client and all the applicants who get at least 60 marks out of 100 in the Technical evaluation would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.
- 2.6.6.3 The financial score (SF) would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this.
- 2.6.6.4 Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30 (i.e $0.70 \times ST + 0.30 \times SF$). The applicant with the highest weighted score would be awarded the consultancy.

2.7 Grant of Work Order

- 2.7.1 After selection, a Letter of Acceptance (LoA) will be issued by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the work order, sign and return the LoA to the Client. In the event the LoA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.
- 2.7.2 Performance Security: Performance Security equivalent to five (5 %) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Commercial Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 120 (One Twenty) Days after the completion of the assignment.

2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

2.9 Contract/Assignment cancellation along with forfeiture of Performance Guarantee

- 2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the –Prohibited Practices) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated

compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the TENDER, including consideration and evaluation of such Applicant's Proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant Agency shall not be eligible to participate in any tender or TENDER issued by the Client during a period of 1 (one) years from the date such Applicant or consulting Agency, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

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

2.10 Miscellaneous

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Applicant in order to receive clarification or further information;
 - retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.1 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client of any liability of its employees, agents and advisers, irrevocably, unconditionally, fully and finally and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future in respect of the proposal.

2.11.4 All Documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the Applicant to Client in relation to the assignment shall be the property of Client. The pre-existing IPR of the agency shall remain with the agency.

2.11.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.12 Schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of TENDER	04 Dec 2024 at 12.30 PM
Last date for receiving queries/requests for clarification	06 Dec 2024 at 09.00 AM
Last date for submission of bid & EMD	11 Dec 2024 at 11.00 AM
Opening of Technical bids of the applicants	12 Dec 2024 at 11:00 AM
VC Presentation before the TEC	13 Dec 2024 at 10:00 AM

2.13 Data Sheet

Reference	
Section 1, point 3	A Consulting Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.
2.1.1	The name of Client is: National Council of Educational Research and Training
2.3.4	The proposal of the Applicant shall be valid for 90 (ninety) days from the Proposal Due Date.
2.2	Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: Ms Usha, Under Secretary, CIET NCERT, Sri Aurobindo Marg, New Delhi – 110016 spsciet@gmail.com
2.4.6	The last date of submission of Proposal is 10 Dec 2024 Before 05:00 PM. The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is: Joint Director, CIET, NCERT, Sri Aurobindo Marg, New Delhi 110016
Form 4A and 4B	The applicant to state cost in Indian Rupees only.

To,
Joint Director
CIET – NCERT
NCERT
Sri Aurobindo Marg
New Delhi 110016

Sub: Submission of response in reference to “Tender or Virtual Exhibition of Pariksha Pe Charcha”

Dear Sir,

With reference to your TENDER Document dated 28 Dec 2024, we, having examined all relevant Documents and understood their contents, hereby submit our Proposal for selection as a Agency for developing the virtual exhibition of Pariksha Pe Charcha . The Proposal is unconditional and unqualified.

We (name of the company) are submitting our Proposal for the above subject.

Address of the Company:

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part.

6. We declare that:
 - (a) We have examined and have no reservations to the tender, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest in accordance with the terms of the tender,;
 - (c) We have not engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender, Document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Agency.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this tender,.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the tender, Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the TENDER.
14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and Documents is attached herewith.
15. The Technical and Financial Proposal is being submitted in a separate cover. This proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

16. We agree and undertake to abide by all the terms and conditions of the TENDER Document.

We remain,

Yours sincerely,

Authorized signature Name

and title of signatory, Name of Firm

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted

Date.....

Hereby give a certificate that the Consulting Agency is a registered firm and have been in operation for a minimum of 3 years, as on 1st April 2020. The Consulting agency has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

If at any time it is found out that the Consulting Agency did not had the capabilities as enumerated above, NCERT may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

Form 3C: Format for Cumulative Annual Turnover of Applicant

	Particulars	1 st FY (2021-2022) Rs. (In Crores)	2 nd FY (2022-2023) Rs (In Crores)	3 rd FY (2023-2024) Rs (In Crores)
1.	Annual Turnover (Audited)			

Signature of the applicant

Full name & Designation of applicant/Agency Name:

Stamp

Date:

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years and has the above mentioned cumulative annual turnover

Name of Authorized Signatory

Designation.

Name of firm

Signature of Authorized Signatory with Seal of Audit firm

Form 3D: Format for highlighting relevant experience*

**Experience in Related Projects for Virtual Exhibitions or equivalent business in India or Global (to be mentioned explicitly)
(Project Experience Template)**

The bidder needs to provide a minimum of 3 projects of value in descending order of value of contract. The bidder can provide for more projects. These projects need to be contract signed in last 5 years and should have delivered to the end customer.

S.No.	Item	Agency Response
1.	Name of Client	
2.	Assignment Name	
3.	Country (Specify)	
4.	Contact Details (Contact name, Address & Tel No.) of Client	
6.	Tools and technologies used	
7.	Approx. Value of Contract	
8.	Duration of Assignment	
9.	Award Date (Month/ Year)	
10.	Completion Date (Month/ year)	
11.	Narrative description of the Project Digital Content Language	
12.	Provide web link of content developed / solution (along with demo credentials wherever necessary)	
13.	Documentary evidence attached <ul style="list-style-type: none">• Copy of the Work order and• Completion/Deployment certificate from the client	
14	Contact details of customer for interaction as part of feedback Or Certificate from Customer or Proof of content Download on Internet with feedback	
15	Specific Outcome achieved from the Virtual Exhibitions in terms of Goals achieved of the customer	

16	Technical Solution/ Platform details along with Terms of Usage	
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Signature of the applicant

Full name & Designation of applicant:

Agency Name:

Stamp: Date:

Place:

*Kindly provide supporting Document such as assignment/contract/ work order copy etc.; name of client can be hidden if the bidder so desires

*Kindly provide satisfactory completion certificate from the client(s) or self-certification

Form 3E: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Consulting Agency for [name of assignment], by NCERT (Authority) including but not limited to signing and submission of all applications, proposals and other Documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month, yyyy format]

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of Witness]

[Signature]

[Name]

[Designation]

[Address]

Notes:

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

Form 3F: Integrity Certificate

To,
INTEGRITY PACT

Date:__

The Secretary NCERT,
New Delhi-110016

Sub: Submission of Tender/ Bid for supply _____

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT)/ Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder) With the Rubber Stamp Seal of the Firm

1

To be signed by the bidder and same signatory competent / authorized to Sign the relevant contract on behalf of NCERT.
INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on thisday of 2022

BETWEEN

The Secretary, NCERT , New Delhi - 110016
NCERT, _____, (Here in after referred as the

'Principal/ Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through _____ (here in after referred to as the

(Details of duly authorized signatory)

“Bidder/ Contractor” and which expression shall unless repugnant to the meaning or context here of include it successors and permitted assigns)

Preamble

WHERE AS the Principal/Owner has floated the Tender No.... ..

.....) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “ Hiring of tax consultant for filing GST of NCERT New Delhi and its constituent units.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid document and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article1:Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 3. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article2:CommitmentoftheBidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 2. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 3. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 5. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per pro-forma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall

have the following right in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:

2. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3. Forfeiture of Performance Guarantee/Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6-Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority of NCERT, New Delhi.

Article7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article8-LEGALANDPRIORRIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 _____

(Signature, Name and Address)

2 _____

(Signature, Name and Address)

Place: Date:

Form 3G: Format of bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you
To,
Joint Director
CIET – NCERT
NCERT
Sri Aurobindo Marg
New Delhi 110016

(hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the TENDER Document dated [date] issued in respect of the Assignment and other related Documents including without limitation the draft work order for services (hereinafter collectively referred to as —TENDER Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the TENDER Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the TENDER Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 200,000 (Rupees Two lakh) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said TENDER Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the TENDER Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the TENDER Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said TENDER Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the TENDER Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said TENDER Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 90(ninety) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said TENDER Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said TENDER Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said TENDER Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from

the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]:

By the hand of Mr. /Ms. [name]:
[designation] and authorized official:

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 3H: Technical Proposal Submission Form

To,
Joint Director
CIET – NCERT
NCERT
Sri Aurobindo Marg
New Delhi 110016

TENDER dated _____ for selection of Agency for Virtual Exhibition of Pariksha Pe Charcha

Sir,

With reference to your TENDER Document dated _____, we, having examined all relevant Documents and understood their contents, hereby submit our Technical Proposal for selection as consulting agency for the Development and Implementation of an action plan for NCERT under Ministry of Education. The Proposal is unconditional and unqualified.

We are submitting our Proposal aswith the following address:

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the TENDER. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the TENDER.

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

1. We acknowledge that Client will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part.

6. We declare that:
 - (a) We have examined and have no reservations to the TENDER, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest in accordance with the terms of the TENDER;
 - (c) We have not engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the TENDER Document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Agency, without incurring any liability to the Applicants.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this TENDER.

10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Agency or in connection with the selection process itself in respect of the above mentioned Project.

11. We agree and understand that the proposal is subject to the provisions of the TENDER Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

13. We agree and undertake to abide by all the terms and conditions of the TENDER Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

e-mail:

(Name and seal of the Applicant/Member in Charge)

Form 3I: Profile of Agency

Date:.....

Brief Profile of Applicant (in one page) with its address for communication in all forms. Any other information to highlight the capability of the applicability. In addition to overall experience of the applicant, details of specific consultancy projects/studies undertaken may be provided including Assignment / project name, description of services provided, approximate value of assignment, country & location, duration of assignment, name of client, starting & completion dates, names of associates (other than employees), if any.

Number of offices with locations in India are also to be indicated.

Form 3J: Work Plan with Approach and methodology

Details of the Timelines, QC Process, Security Compliance, Service and Maintenance; and Performance Matrices

- a detailed timeline for the delivery of the web-based platform for the Virtual Exhibition of PPC.
- Detailed outline of the QC process in place so as to ensure the virtual exhibition of PPC in both the web -platform and the app maintain the highest standards.
- Detailed outline the various security compliances that will be adhered to in line with the GoI rules and regulations and the industry best practices
- List in detail the Service and Maintenance plan for the web-based platform for the Virtual Exhibition of PPC.
- Detailed outline on the platform's performance metrics that can be used to meet the KPIs of the program

Signature of the applicant

Full name & Designation of applicant:

Agency Name:

Stamp

Date:

Place:

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

Date:

To

Dear Sir,

Subject: TENDER dated 28 Nov 2024 for appointment of agency for Virutal Exhibition of Pariksha Pe Charcha

We, the undersigned, offer to provide the above said services in accordance with your Request for Proposal dated **28 Nov 2024** . Our attached Financial Proposal is for the sum of [amount(s) in words] and figures]..... (including service tax).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988, as amended from time to time.

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

Yours Sincerely

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

Item	Basic Rate (Rupees)	GST	Total amount with Taxes
PPC Virtual Exhibition meeting as per the criteria given from page 4 to 6 in the tender document			

GST would be payable at the applicable rates as may be in force from time to time.

The cost of financial proposal shall be all inclusive including of any stationery, telephone expenses, travel & stay expenses, infrastructure requirements such as of space, laptops, data cards, etc as may be required by any of the resources deployed.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the applicant to be compensated and the liability to fulfil its obligations as per the Scope of Work/ Terms of Reference within the total quoted price shall be that of the applicant.

For Financial Evaluation, the total fee for the Applicant for undertaking services/work as detailed in the Terms of Reference/Scope of Work.

Section 5. Terms of reference

About NCERT

The National Council of Educational Research and Training (NCERT) is an autonomous organization set up in 1961 by the Government of India to assist and advise the Central and State Governments on policies and programs for qualitative improvement in school education. The major objectives of NCERT and its constituent units are to: undertake, promote and coordinate research in areas related to school education; prepare and publish model textbooks, supplementary material, newsletters, and journals and develop educational kits, multimedia digital materials, etc. organize pre-service and in- service training of teachers; develop and disseminate innovative educational techniques and practices; collaborate and network with state educational departments, universities, NGOs and other educational institutions; act as a clearing house for ideas and information in matters related to school education; and act as a nodal agency for achieving the goals of Universalization of Elementary Education.

About Pariksha Pe Charcha -Virtual Exhibition

Pariksha Pe Charcha is an annual event that takes place each year, during which the Honorable Prime Minister Shri Narendra Modi interacts with students, parents, and teachers from across the country. The Prime Minister shares valuable tips on how to approach board and entrance exams in a relaxed and stress-free manner. The 7th edition of Pariksha Pe Charcha was held on January 29th, 2024, at the Bharat Mandapam in New Delhi. During this event, the Prime Minister engaged with students, teachers, and parents, offering guidance and encouragement. The 8th edition of PPC is around the corner and is expected to be held in the month of January.

During this event also, students will have the opportunity to present their exhibits to the Honourable Prime Minister. It is expected that these exhibits will represent the unique perspective of the students in integrating art, life experiences, science, design and technology and therefore is worth preserving in forms other than just physical artifacts.

The aim is to recreate Pariksha Pe Charcha in a virtual format, is to allow audiences from across the country to experience the event all through the year from the comfort of their homes. The virtual platform will showcase the arts, crafts, and innovation projects undertaken by students, providing inspiration and motivation to others. The experience will be a 3D/ 2D experience, similar to the

physical exhibition, offering attendees a unique and engaging virtual environment.

Technical Specifications for Pariksha Pe Charcha - Virtual Exhibition

The Pariksha Pe Charcha virtual platform has to be an interactive 3D/2D environment with comprehensive features to facilitate attendee engagement and interaction. However, in the interest of making quality content accessible, NCERT is open to exploring other additional technical specifications.

- Total Attendees Expected: 2,00,00,000 (2 Crore+) through the year
- Concurrency Expected: 10,000

Platform should be ready for the virtual traffic.

Key components of the platform could include, but are not limited to:

- **Landing Page, Registration, and Login:**
 - A landing page which will provide an overview of the event and serve as the registration portal for attendees. Registration will collect basic details such as name, email, phone number, state, and city.
 - Attendees can log in to the platform after registration
 - All Registration data should be available for download in Excel format from the platform dashboard
 - The website should also be accessibility - friendly
- **Lobby of Event:**
 - This is where the attendee will land and can go to different zones of the event
 - The lobby would be used to display information & branding of the sponsors and organization bodies
 - The creative design for the lobby will be handled by the vendor
- **Exhibition Hall:**
 - The 3D/2D exhibition hall will display projects from students in arts, crafts, and science fields, with approximately 120 booths assigned.
 - Each booth could either feature a 3D/2D avatar of the student along with their exhibits in interactive 3D/2D format (Paintings & sculptures) or a video recording of the student's process of developing the exhibit
 - Attendees should be able to explore the hall and interact with exhibits to learn about their creations and stories.
 - The exhibition area may be categorized into halls if required based on project categories for ease of navigation.
- **Auditorium:**

- The auditorium will feature speeches and addresses from Honorable Prime Minister of India and esteemed ministers, as well as essential sessions and discussions necessary for students.
- The Auditorium could feature recordings of various sessions throughout the year
- **Selfie Zone:**
 - A dedicated selfie zone could be there to allow attendees to capture selfies with the Honorable Prime Minister, post them on a selfie wall or download them and share them on social media.
- **Quiz Zone:**
 - A quiz zone could also be there to promote active learning with quizzes on Indian culture and festivals, encouraging attendee participation.
 - Attendees will earn points based on quiz performance, contributing to a leaderboard that fosters healthy competition.
- **Leaderboard:**
 - Leaderboard could feature the top 100 attendees in the last 7 days based on their engagement score to foster healthy competition which will compel attendees to explore as much as they can.
- **Multilingual Support:**
 - The platform should have multilingual support, allowing attendees to access content in different Indian languages.
 - All elements, from registration forms to user interface buttons, will be available in multiple languages for attendee's convenience.
- **Live Notifications& Automated Ticketing**
 - Platform should have a feature to send notifications to the attendees
 - Notification can be Live or Persistent where live notifications will be sent to only attendees who are presently live whereas persistent notification can be sent to all registered attendees and will be available at all times
 - There should be a feature to schedule the notifications also
 - The bugs and issues faced by users should be resolved via an automated ticketing system.
- **Portal Maintenance and Dashboard:**
 - Ensure timely updates to the portal to incorporate the latest features, patches, and fixes for bugs or vulnerabilities.
 - Compatibility updates to support all commonly used browsers and devices.
 - Regular performance monitoring and optimization to maintain fast loading times and seamless navigation.
 - Periodic server performance testing to handle high traffic during exhibitions or special events.
 - Provision for adding, modifying, or deleting exhibition content, images, and multimedia files efficiently.

- Maintaining a backup system for content and ensuring data integrity.
- Regular data backups to ensure no loss of critical information.
- Disaster recovery plans to restore services in case of downtime or technical failures.
- Periodic functional and usability testing to ensure a seamless user experience.
- Cross-platform testing to maintain consistent performance on desktops, tablets, and mobile devices.
- A dashboard to manage user database, emails, notifications etc.
- The dashboard should also show the user statistics
- **Server:**
 - The server space will be provided based on the projected requirement by the Ministry of Education through the Ministry of Electronics and Information Technology.

Suggestive KPIs for the Platform that could be demonstrated via previous work include

1. User Registration and Engagement

- Registration Rate: Number of users registering on the app.
- Login Frequency: Average number of logins per user per week.
- User Retention Rate: Percentage of users returning to the app within 7, 30, and 90 days.
- Active Users: Number of daily, weekly, and monthly active users.

2. Event Navigation and Participation

- Lobby Engagement: Time spent in the lobby and number of interactions with sponsor information and branding.
- Exhibition Hall Visits: Number of visits to the 3D/2D exhibition hall and average time spent per visit.
- Booth Interactions: Number of interactions with student booths, including views of 3D/2D avatars, video recordings, and 2D exhibits.
- Category Navigation: Ease of navigation based on user feedback and time taken to find specific categories.

3. Auditorium and Content Consumption

- Live Stream Attendance: Number of attendees viewing live streams.
- Recorded Session Views: Number of views of recorded sessions.
- Engagement with Content: Average duration of live stream sessions and recorded videos watched.

4. Selfie Zone Interaction

- Selfie Captures: Number of selfies taken with the Prime Minister's avatar.
- Social Media Shares: Number of selfies shared on social media.
- Selfie Wall Participation: Number of selfies posted on the selfie wall.

5. Quiz Zone Activity

- Quiz Participation Rate: Number of users participating in quizzes.

- Quiz Completion Rate: Percentage of quizzes completed.
 - Leaderboard Engagement: Number of users checking the leaderboard and average score improvements over time.
- 6. Multilingual Support Utilization**
- Language Preference: Distribution of language preferences among users.
 - Language Switch Rate: Number of times users switch languages.
 - Feedback on Language Support: User feedback regarding the quality and accuracy of multilingual support.
- 7. Notifications and Communication**
- Notification Open Rate: Percentage of notifications opened by users.
 - Live Notification Engagement: Engagement rate with live notifications.
 - Scheduled Notification Effectiveness: Effectiveness of scheduled notifications in driving user engagement.
- 8. Automated Ticketing and Issue Resolution**
- Ticket Submission Rate: Number of issues reported via the automated ticketing system.
 - Resolution Time: Average time taken to resolve reported issues.
 - User Satisfaction: User satisfaction ratings regarding issue resolution.
- 9. Portal Maintenance and Dashboard:**
- Ensure timely updates to the portal to incorporate the latest features, patches, and fixes for bugs or vulnerabilities.
 - Compatibility updates to support all commonly used browsers and devices.
 - Regular performance monitoring and optimization to maintain fast loading times and seamless navigation.
 - Periodic server performance testing to handle high traffic during exhibitions or special events.
 - Provision for adding, modifying, or deleting exhibition content, images, and multimedia files efficiently.
 - Maintaining a backup system for content and ensuring data integrity.
 - Regular data backups to ensure no loss of critical information.
 - Disaster recovery plans to restore services in case of downtime or technical failures.
 - Periodic functional and usability testing to ensure a seamless user experience.
 - Cross-platform testing to maintain consistent performance on desktops, tablets, and mobile devices.
 - Data Accuracy: Accuracy of user database and registration details.
 - Email Campaign Effectiveness: Open and click-through rates of emails sent from the dashboard.
 - User Statistics Monitoring: Frequency and detail of user statistics reports generated and reviewed.
- 10. Overall User Satisfaction**
- User Ratings: Average rating of Web portal .

- Feedback Volume: Number of feedback entries submitted through the Web portal.
- Improvement Suggestions: Number and nature of suggestions for Web portal improvement.

Section 6. Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF CONSULTING
AGENCY

Between

[Name of Client]

AND

[Name of the Consulting Agency]

[Date]

I. Form of Work Order

Work order to undertake [name of assignment]

The NCERT, Sri Aurobindo Marg, , New Delhi – 110 016, hereinafter referred to as the —Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Consulting Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the “Services”); and
- b) The Consulting Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

31. The following Documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the Consulting Agency shall be as set forth in the work order; in particular:

- a) The Consulting Agency shall carry out the development in accordance with the provisions of the work order; and
- b) Client will make payments to the Consulting Agency in accordance with the provisions of the work order.

3. Commencement, completion, modification and termination of work order

3.1.1 Effective date of work order: This Work order shall be effective from the date of issue by the client or date of receipt of the work order by the Consulting Agency.

3.1.2 Commencement Date: The Consulting Agency shall commence Services within Seven (7) days of the effective date of work order.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Review and Modification:

Modification of the terms and conditions of this work order may be done at any stage before the expiration of the work order, including any modification of the scope of the Services or of the work order Price, and may only be made by written agreement between the Parties. An extension of the time period may also be considered accordingly.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.6 No Breach of Work order: The failure of a party to fulfil any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.7 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8 Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or by mutual consent not exceeding a period more than half the period given initially.

3.2 Termination

3.2.1 Any side (Client or the Consulting Agency) should be able to give notice of 2 months for the termination of Project. If the Agency decides to terminate the project, then the Client will forfeit the Performance Guarantee.

3.2.2 By the Client: The Client may terminate this Work order, written notice of termination to the Consulting Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consulting Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within fifteen (15) days, if the Consulting Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consulting Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Consulting Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Consulting Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consulting Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within seven (7) days, if the Consulting Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work order.
- h) If the Client, is not satisfied with the performance of the Consulting Agency after the annual review of the Services provided.

3.2.3 Payment upon termination: Upon termination of this Work order, the Client will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Consulting Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work

order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 INTELLECTUAL PROPERTY

3.3.1 **Client to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consulting Agency or sub-Consultants for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have. The Agency may however use the information for its own use with due recognition of the Ministry.

3.4 Obligations of the Consulting Agency

3.4.1 General: The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. It will be bound to submit all records related to the scheme at the end of its term.

3.4.2 Conflict of interest

Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage; either directly or indirectly, during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order.

3.4.3 Confidentiality: The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4.4 Documents Prepared by the Consulting Agency to be the Property of the Client: All designs, reports, other Documents and software submitted by the Consulting Agency by itself or through sub-consultants pursuant to this work order shall become and remain the property

of the Client, and the Consulting Agency shall, not later than upon termination or expiration of this Work order, deliver all such Documents and software to the Client, together with a detailed inventory thereof. The Consulting Agency may retain a copy of such Documents and software. Restrictions about the use of these Documents and software, if any, shall be imposed by the Client.

3.4.5 Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the Consulting Agency's liability under this Work order shall be as provided by the Applicable Law.

3.4.6 Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the client

3.5.1 Assistance and Exemptions: The Client will use its best efforts to ensure that the Government will provide the Consulting Agency with work permits and such other Documents as necessary to enable the Consulting Agency to perform the Services:

3.5.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.6 Payments to the Consulting Agency

3.6.1 **Advance payment will not be considered**

3.6.2 Payment shall be released only after acceptance of the milestone deliverable. detailed in the TENDER Document.

3.6.3 GST Tax shall be paid as applicable.

3.6.4 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.6.5 Currency: The price is payable in local currency i.e. Indian Rupees.

3.6.6 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.7 Arbitration-Settlement of disputes

3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the Joint/Additional Secretary and shall be finally settled by Secretary MoS.

3.7.3 Any grievance regarding penalty shall be first decided/resolved at Joint/Additional Secretary level and with final decision of Secretary MoS, whose decision shall be final.

3.8 Responsibility for accuracy of project Documents

The Agency shall be responsible for accuracy of all other details prepared by as part of these services. The Agency shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.9 Liquidated damages

3.9.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Consulting Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity: The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b)

the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the TENDER. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

4.1.7.1 The Consultant shall prior to the Commencement Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 120 (One Twenty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 120 (One Twenty) Days from the date of completion of the services.

4.1.8 Penalty

4.1.8.1 Penalty: The selected agency has to provide services as per the requirements of the TENDER. In case the services rendered are not as per the requirement of the Ministry which shall be communicated from time to time, the selected agency will have to come up with a

solution within a given agreed timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the TENDER or work order will be decided by the appropriate authority on case to case basis.

4.1.8.2 Replacement of key personnel deployed: Any replacement of key personnel deployed shall not be allowed. In case of unavoidable circumstances which require replacement of key personnel, the bidder will take prior written approval of Client and the replacement can be done with penalties as defined below:

S.No	Parameter	Service Expectation	Penalty
1.	Replacement of key personnel	Resources initially deployed are generally not to be replaced during the tenure of the Project.	A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be Rs 1 Crore for substitution of the resource if replacement resource is of lower qualification / experience.

4.1.8.3 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.3.2;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non-deliverance by the agency
- g) For any reason assignment/consultancy is terminated by agency

***All conditions of TENDER shall be considered to be integral part of this work order.**

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Sir,

In consideration of NCERT, Ministry of Education, Government of India (hereinafter referred as the "Client", which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consulting Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Consulting Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of Client's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consulting Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work/Terms of Reference) (hereinafter called the "Work order" and the Consulting Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consulting Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consulting Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consulting Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Consulting Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other Documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the Consulting Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Consulting Agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consulting Agency /the Bank or any absorption, merger or amalgamation of the Consulting Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Applicant Agency] on whose behalf this guarantee has been given.
Date this [date in words] day [month] of [year in _yyyy format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.