



EdCIL (INDIA) LIMITED

(An ISO 9001 : 2008 & 14001 : 2004 “Mini Ratna Category – I” Public Sector Enterprise)
EdCIL House, 18A, Sector 16A, Noida – 201301 (U.P)

[Tender No.: EdCIL/HR & ADMN./2017-18/Manpower Outsourcing Agency dated 24/09/2017]

e - TENDER DOCUMENT

For

ENGAGING MANPOWER OUTSOURCING AGENCY

ISSUED BY

Chief General Manager (HR&S)
EdCIL (India) Limited

(A “Mini Ratna, Category - I” CPSE of Govt. of India)
EdCIL House, 18A, Sector 16A,
Noida – 201301, U.P. (India)

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CHAPTER-I

Notice Inviting Bid for engaging Manpower Outsourcing Agency

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

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

Service Spectrum

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

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

i) Online Testing and Assessment Services

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

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

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

ii) Educational Infrastructure Management

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

- Concept Design
- Detailed Drawings

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

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

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

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

iv) Digital Education System

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

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

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation
- Virtual Classrooms
- Smart Campuses
- Online Admission System
- Computer labs

v) Advisory Services:

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

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown

- field)
- Organization Restructuring (sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Training Designing
- Impact Assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design

vi) Overseas Education Services:

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

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

The following services are specifically offered:

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

vii) TSG (Technical Support Group):

This is EDCIL's project management and logistical support vertical (also known as

Technical Support Group –TSG) to extend operational support to MHRD in implementing several Mega Pan-India projects. The services include:

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

This e-tender is issued by the EdCIL (India) Limited to obtain bids from reputed and experienced manpower outsourcing agency for supply of high skilled/skilled/semi-skilled/ un-skilled manpower (support staff) on contract basis to EdCIL.

Schedule for invitation to Tender

1.	Name of the issuing authority	Chief General Manager (HR&S) EdCIL (India) Ltd. (A govt. of India "Mini Ratna Category-I" Enterprise) Plot No. 18A, Sector-16 A Noida-201308 (U.P.) Phone – 0129-2512001 – 006 Fax – 0120 – 2515372
2.	Date of Bid document to be available on EdCIL's website: www.edcilindia.co.in and CPP Portal	24 th September 2017
3.	Last date for submission of Bid Query through e-mail to agautam@edcil.co.in	3 rd October 2017 up to 1400 hrs
4.	Pre-Bid Meeting	3 rd October 2017 at 1500 hrs
5.	Last date and time for submission of tender documents	16 th October 2017 (up to 1500 hrs.)
6.	Date and time of opening of Technical Bid	16 th October 2017 at 1530 hrs
7.	Date and time of opening of Financial Bid	To be informed separately
8.	Place of Pre-Bid Meeting and opening of Bid Document	EdCIL (India) Ltd. (A Govt. of India "Mini Ratna Category-I" Enterprise) Plot No. 18A, Sector-16 A Noida-201308 (U.P.)

EdCIL reserves the right to reject the whole or part of any or all bids received, without assigning any reasons. EdCIL reserves the right to ask for additional document or allow relaxation in documents. The copy of e - tender document, for information purpose, may be downloaded from our website www.edcilindia.co.in and CPP Portal. Subsequent changes (pre-bid clarifications/addendum/corrigendum), if any, shall be hosted on the EdCIL's website and CPP Portal.

CHAPTER-II

INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

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

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL web site. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

2. Broad Outline of Activities from Bidder's Perspective

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System[®] (ETS)
- III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- IV. View Notice Inviting Tender (NIT) on ETS
- V. For this tender -- Assign Tender Search Code (TSC) to an MA
- VI. Clarification to Tender Documents on ETS
 - Query to EdCIL
 - View response to queries posted by EdCIL
- VII. Bid-Submission on ETS
- VIII. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part (i.e. Pre-Qualification)
- IX. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)
- X. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Signature Certificates

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

4. Registration

To use the Electronic Tender[®] portal, vendors need to register on the portal by going on the link provided at EdCIL tender web page (Instructions available at EdCIL website www.EdCILindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note:

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

5. SEARCHING FOR TENDER DOCUMENTS

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

6. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

7. SUBMISSION OF BIDS

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/Tender fees are required to be submitted along with signed downloaded copy of tender document.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.

- VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.
- X. Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8. ASSISTANCE TO BIDDERS

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

EdCIL Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours)
E-mail ID	agautam@edcil.co.in

9. Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

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

- a) Original Bid Fee and EMD Security in the form of Demand Draft.
- b) Original copy of the power-of-attorney
- c) Pass Phrase for all bid parts i.e. Technical and Financial Bids.

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

10. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

11. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

12. MINIMUM REQUIREMENTS AT BIDDER'S END

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

Note :

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

CHAPTER-III

The scope of work and terms and conditions of the tender are following:

1. INTRODUCTION

EdCIL (India) Limited is a Mini Ratna “Category – I” Public Sector Enterprise under Ministry of Human Resource Development, Government of India. EdCIL offers consultancy and technical services in different areas of Education and Human Resource Development not only within the country, also on global basis.

EdCIL needs the services of highly reputed, well established and financially sound Manpower Service Provider (also referred to as the Agency hereafter) for Supply of high skilled/skilled/semi-skilled/un-skilled manpower (support staff) on contract basis to EdCIL.

2. SCOPE OF WORK

- 2.1 Manpower Service Provider has to provide services of outsourced personnel in various categories, as per **Annexure-I**.
- 2.2 The entitlement of leave to the outsourced staff is placed at **Annexure-II**.
- 2.3 Generally, support staff services are required at defined location(s) only. In case need arises for sending the outsourced staff for outstation duties, modalities for doing so will be worked out by EdCIL.
- 2.4 In performing the terms and conditions of the Contract, the Manpower Service Provider shall, at all times, act as an independent Manpower Service Provider. The contract does not, in any way, create a relationship of “principal and agent” between EdCIL and the Manpower Service Provider. The Manpower Service Provider shall not act, or attempt, or represent itself, as an agent of EdCIL. It is clearly understood and accepted by both parties that this agreement between the parties, evidenced by it, is on a principal to principal basis, and nothing herein contained shall be constructed, or understood, as constituting either party hereto, the agent or representative of EdCIL under any circumstances. The employees of the Manpower Service Provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of EdCIL.

3. DURATION OF CONTRACT

The Agency will be awarded the work for a period of 3 (Three) years, which can be further extended by 2 (two) years based on EdCIL’s requirements and the performance of the Agency and the outsourced staff provided by it. Any extension given shall be at the sole discretion of EdCIL.

4. ELIGIBILITY CRITERIA

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company engaged in the job of man power supply.	Certificate of incorporation
2	The agency should have at least 10 years experience in the relevant field in reputed organizations/PSU/Autonomous Bodies / Govt. of India/MNCs	Copy of work/service orders/ Agreements
3	The bidder must have provided similar services of at least 3000 (Three thousand) manpower in the financial year 2016-17 and a gross of 10000 (Ten thousand) people in the last three financial years (i.e. in 2014-15, 2015-16 and 2016-17) to Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies, Private organizations etc., in India.	LOA/Agreement/Work Order
4	The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation.	Copy of EPF & ESI registration Certificate (s)
5	The agency shall have PAN No., GST Registration No.	Copy of PAN and GST Registration Certificate
6	The agency should currently have minimum 10,000 manpower on its payroll.	Certificate from Company Secretary
7	The agency should have IT/ERP enabled payroll and administration for the outsourced employees.	Self certificate indicating the software used for payroll and administration for the outsourced employees
8	Company should have ISO Certification	Copy of valid ISO Certificate
9	The bidder should have average annual turnover of Rs. 10 Crore (Rs. 7.5 Crore for MSME Registered Agencies) in last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17)	Copy of audited P & L accounts and Balance Sheet
10	Contractor License of employment of minimum 100 manpower personnel issued by the Labour Department.	Copy of valid license issued by Labour Department

11	The bidder should not have been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government / PSU / Autonomous Body on the date of submission of bid.	Undertaking as per proforma (The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)
12	The agency should have PAN India Presence with offices in all metro cities.	Self Certificate indicating the complete address with contact details of those offices

Note :The bidder to mandatorily submit suitable documents indicating proof of compliance against each of the eligibility criteria as above.

5. Deposit of Earnest Money

- a. Tenders submitted without Earnest Money deposit shall be rejected.
- b. The Bidder shall be required to deposit Earnest Money of Rs.40,000/- (Rupees Forty Thousand only) through Bank Draft/Pay Order drawn in favor of EdCIL (India) Limited, Payable at Noida/Delhi drawn on any Nationalized Bank. The EMD must accompany the Technical Bid otherwise the offer shall not be considered. However, Bidder registered with NSIC and MSME are exempted from payment of EMD (Copy of the Exemption Certificate must be attached if exemption from EMD is claimed).
- c. The EMD shall remain deposited with EdCIL till the period of validity of offer.
- d. No interest shall be payable by EdCIL on EMD.
- e. The EMD deposit is liable to be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect, within the period of validity of this offer.
- f. The EMD of the successful tenderer shall be returned after the performance bank guarantee is furnished by him.
- g. If the successful tenderer fails to furnish performance bank guarantee of 10% of total annual contract value, the EMD shall be liable to be forfeited by EdCIL and EdCIL will have the choice to award the contract to the second lowest bidder.
- h. The successful bidder has to sign an agreement as per **Annexure-IV** on Non-judicial stamp paper of Rs. 100 within 15 days from the date of the award of the contract. In case, if the Agency fails to deploy the required manpower against the work order/the initial requirement of EdCIL, within 30 (thirty) days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
- i. The EMD of unsuccessful Bidder will be refunded as per provisions of GFR.

6. SUBMISSION OF BIDS

- a) Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- b) The cover prepared should indicate clearly the name and address of the bidder to enable the documents to be returned unopened in case it is received "Late" or due to any other reason.
- c) The offer/bid shall be submitted in two bid systems (i.e.) Technical bid and Price bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Price bid shall be submitted as per the format provided in PDF.
- d) Technical bid, Price bid and Earnest money must be prepared as per instructions provided in this section.
- e) Bidder should take into account any addendum/corrigendum published on the tender document, on the relevant website, before submitting their bid.
- f) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- g) The Bidder must furnish earnest money for Rs.40,000/-(Rupees Forty Thousand Only) in favour of **EdCIL India Ltd.** "Payable at **Noida/Delhi** in the form of Demand Draft, failing which the bid will be rejected. **MSME registered with NSIC having valid up to date registration certificate are exempted from EMD.**

7. Cost of the tender:

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired.

EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

All information asked for should be provided at the time of submitting the offer, otherwise the bid is liable to be rejected.

The bid offer should remain valid for a minimum period of 90 (ninety) days from the date of opening of the tender.

8. Clarification on tender:

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

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

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

9. Language of RFP :

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

10. Authorized Signatory:

- The bid document should be digitally signed by the authorized representative of the bidder.
- The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.
- Unsigned & Un-stamped bid shall not be accepted.
- All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents

11. Late Bid:

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

12. Preliminary examination:

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

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

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted but the same should not change the essence of the quote and not making an ineligible bidder eligible. The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative

13. Consortium

No consortium will be entertained by EdCIL.

14. **SELECTION OF SUCCESSFUL BIDDER**

The successful Agency / Manpower Service Provider would be selected on the basis of least commission rate, on the gross pay payable to the outsourced personnel and sourcing fee quoted by the bidder.

15. **TERMS AND CONDITIONS**

- 15.1 The Manpower Service Provider, if and when so requested by EdCIL, will provide the outsourced manpower personnel at the premises of EdCIL, or at any other office, as may be required by EdCIL, at the agreed rates. The essential qualifications/skills/ experience and the tentative numbers of personnel requirement at present is enclosed as **Annexure-I**.
- 15.2 Candidates will be examined **by EdCIL** for suitability for performing the defined functions by EdCIL. It shall be the responsibility of the Manpower Service Provider to verify the qualifications, credentials and experience indicated by the hired staff in their profiles. EdCIL also reserves the right to verify and cross check the credentials and qualification of the hired staff. If during the course of engagement, it comes to notice that any hired staff has misrepresented the facts about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately, and shall have to provide suitable replacement within 15(fifteen) days.
- 15.3 If the performance of the hired staff is found unsatisfactory, EdCIL shall give a notice of 15 (fifteen) days to the Manpower Service Provider to take necessary action to improve the performance of the concerned staff, and if his/her performance does not improve even after 15 (fifteen) days of such communication, the Manpower Service Provider shall provide a replacement acceptable to EdCIL within next 15 (fifteen) days.
- 15.4 The Manpower Service Provider shall be liable for all pay/salaries to the hired staff, and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), compensations etc., including payments/contributions towards all statutory dues connected to and/or related to the employment of the staff sent to EdCIL, and shall keep EdCIL indemnified at all times and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law or as provided herein. An undertaking to this effect will have to be signed by the Agency / Manpower Service Provider soon after the placement of order on him.
- 15.5 The Manpower Service Provider shall make actual disbursement of salaries to all the outsourced persons in various categories, as agreed by EdCIL, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by EdCIL.

- 15.6 The engagement of Manpower Service Provider shall be subject to providing the agreed services to the continuous satisfaction of EdCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by EdCIL on giving a notice of 1 (one) month period.
- 15.7 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any of the hired staff is proposed to be replaced / terminated by the Manpower Service Provider, such action should be taken only after written approval of EdCIL. Violation of this clause will attract a penalty of 15,000/-(fifteen thousand) per case.
- 15.8 The agency shall not charge any fees for transfer of manpower from existing agency(ies).
- 15.9 Contract shall be deemed to have commenced as on, and from, the date of issuance of letter of intent, and shall be in force for an initial period of 3 (three) years, extendable to 2 (two) more years, or 1 (one) year at a time, with the written mutual consent on existing terms and conditions, or any new terms and conditions, decided at the time of such extension(s).
- 15.10 On expiry, or earlier termination of this contract, due payment if any, shall be released only after receipt of proof of all statutory dues paid and disbursement of salary and other payment to the supplied manpower.
- 15.11 Expiry, or earlier termination of this Contract, will not prejudice any rights of the parties that may have accrued prior thereto.

16. PAYMENT TERMS

- 16.1 The payment(s) to be made are subject to deduction of tax(s), cess leviable by any Government, as per rules from time to time, and will be made against the Bill raised, taking attendance of manpower deployed under consideration from the 21st to 20th of the following month, on doing the assigned work, subject to submission of disbursement of payment to the manpower deployed, and proof of statutory challans.
- 16.2 The Manpower Service Provider will ensure that before raising the bill(s) on EdCIL, for the services rendered by the temporary/ outsourced person(s), the remuneration/wages payable to temporary person (s) is paid on, or before the 7th day of the following month, and proof of payment shall be annexed to the next monthly bill.
- 16.3 Manpower Service Provider shall make the payment to the supplied manpower by depositing payment in their bank account by NEFT/ECS/RTGS.
- 16.4 On award of the work, the Manpower Service Provider shall submit the

breakup of monthly CTC in various components, including in statutory provisions.

- 16.5 It will be ensured that applicable Government minimum wages rules are complied against the employees engaged by the Agency. In case there is an increase in the minimum wages, the wages being paid to the outsourced staff will be increased accordingly.
- 16.6 The Manpower Service Provider shall submit the proof of payments to the employees, and to statutory authorities, on a monthly basis by 15th of the following month, failing which EDCIL reserves the right to withhold the payment of the month in question.
- 16.7 The man-power-service provider shall indemnify and keep indemnified and save from harm, the EdCIL from all losses, damages, statutory compliances claims, suits or action which may arise out of or result from any injury/death during the course of employment of manpower and against all demands actions, proceedings, losses, damages, recoveries, judgments, which may be made or brought by manpower against the EdCIL.
- 16.8 The Manpower Service Provider shall provide documentary evidence, to the satisfaction of EdCIL, of submission of applicable statutory payments towards PF, minimum wages ESI etc. with the appropriate statutory authorities, in the accounts of the outsourced personnel.
- 16.9 The bidder shall have to produce a certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

17. OBLIGATIONS OF THE MANPOWER SERVICE PROVIDER

- 17.1 The Manpower Service Provider will continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by EdCIL.
- 17.2 The Manpower Service Provider shall comply with all the statutory requirements, and rules and regulations applicable for engagement of outsourced persons for the client (i.e. EdCIL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land, and will have to submit a signed undertaking to this effect to EdCIL.
- 17.3 The Manpower Service Provider shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it, including those of PF, ESI, Workmen Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, etc.

In case of breach of any law/rules/notifications, applicable to the engagement of employees by the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent,

representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to EdCIL regarding such compliance. An undertaking will have to be given by the Manpower Service Provider that only he/it will be responsible for any lapse in this regard.

- 17.4 The Manpower Service Provider shall decide the modus operandi for engagement of man-power by it for rendering proper and efficient services, confirming to the prescribed standards of EdCIL. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) engaged in the office of EdCIL for discharging the defined activities/functions.
- 17.5 No cognizance shall be given to the personnel engaged by the Manpower Service Provider for EdCIL, as a relationship of “employer and employee”.
- 17.6 The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of EdCIL.
- 17.7 The Manpower Service Provider shall submit the **qualification certificates** and experience certificates of the outsourced persons, regarding the work done by them in the last two years, and shall also verify and certify their satisfactory character and antecedent records.
- 17.8 The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on EdCIL. Under no circumstances EdCIL shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the Manpower Service Provider, for any purpose, whatsoever, nor would EdCIL be liable for any claim(s), whatsoever, of any person(s) of the Manpower Service Provider. The Manpower Service Provider shall keep EdCIL totally and completely indemnified against any such claim(s).
- 17.9 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules as amended till date, and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed, from time to time, throughout the currency of this Contract.
- 17.10. The Manpower Service Provider shall maintain all registers required under various Acts/Laws, which may be inspected by EdCIL, as well as by the appropriate statutory authorities, at any time.
- 17.11 Notwithstanding anything contained herein, the Manpower Service Provider shall be liable for adequately compensating EdCIL for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance of this Contract.

- 17.12 The Manpower Service Provider must be able to arrange for the replacement of the existing outsourced person(s), as and when such instructions are given by EdCIL.
- 17.13 In case of requirement, EdCIL may avail services of the agency to source manpower for further placement at EdCIL's client premises.
- 17.14 The engagement of outsourced person(s) shall be purely on temporary and outsourced basis. The Manpower Service Provider shall, at all times, make it absolutely clear to the staff hired through it for EdCIL, that such **personnel** do not have any claim, whatsoever, regarding any regular employment in EdCIL.
- 17.15 Any **personnel** hired for EdCIL can be removed any time, by given a notice to the Manpower Service Provider. Undertakings to this effect will be taken by the Manpower Service Provider from all person(s) engaged by him, and they will also be handed over to EdCIL. The Manpower Service Provider will have to provide suitable replacement(s), acceptable to EdCIL, within 15 (fifteen) days time of removal of such person(s).
- 17.16 The services of the outsourced person(s) engaged are liable to be transferred anywhere in the country, from one department to another, or from one branch to another, without any extra remuneration, depending on the exigencies of the work.
- 17.17 The outsourced person(s) shall, remain punctual on all working days (i.e. Monday to Friday), and shall adhere to the office timings (09.00 am to 06.00 pm) with half-hours lunch break from 1.00 PM to 1.30 PM. However the timing may be changed at the discretion of EdCIL from time to time. In case of emergency, the service of the outsourced person(s) shall be called for on gazetted holidays, on short notice at times, for which he is liable to discharge his/her duties on that day. However, for such booking(s) he/she shall be provided compensatory leave on any working day. The outsourced staff, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of EdCIL.
- 17.18 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it, and by all its outsourced personnel, with regard to all information relating to EdCIL, its premises, clients, businesses, assets, affairs and employees, and that neither the Manpower Service Provider, nor its engaged persons, will at any time divulge, or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to EdCIL, and its associate entities, which may in any way come to their knowledge or attention.
- 17.19 It is mandatory that the Manpower Service Provider provides adequate insurance coverage to the outsourced person(s) for eventualities like death, disability, sickness etc. EdCIL shall not be liable for paying or bearing any premium/ compensation, at any stage, in respect of insurance claims made by the Manpower Service Provider, or the outsourced staff provided by it. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to

EdCIL, and shall at all time keep the requisite policies live and running.

- 17.20 **Performance Security Deposit** : The successful tenderer will have to deposit a Performance Security Deposit of 10% (ten percent) of the contract value in the form of Bank Guarantee from only Nationalized Bank, drawn in favour of the EdCIL (India) Limited, Noida/Delhi, covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of performance security deposit will be determined by EdCIL, taking into account the contractual obligation of the manpower service provider.
- 17.21 The current estimated requirement of EdCIL is 30 persons which can be increased/decreased by 50%. However, initially based on salaries of 15 staff based on their 3 months salary, 10% PBG is to be collected. The additional manpower requirement placed beyond 15 nos, prorata PBG will be collected (based on 3 months salary) subject to an overall maximum of Rs. 5 lakhs, whichever is more.
- 17.22 The Authority reserves the right to withdraw, or relax, any of the terms and conditions mentioned in this document, so as to overcome any problem(s) that may be encountered at a later stage.

18. INDEMNITY

- 18.1 The Manpower Service Provider shall indemnify, and keep EdCIL indemnified and harmless, from and against all disputes, claims, fines, penalties and litigations, criminal as well as civil, that may be initiated against EdCIL on account of, and/or arising out of, the failure of the Manpower Service Provider to adhere to any statutory requirements, or in following such rules regulations, guidelines or procedures that may be required to be adhered to under any statute or directive.
- 18.2 The Agency/Manpower Service Provider will have to submit following indemnity certificate at the time of taking up the work - "The Manpower Service Provider, hereby, agrees to keep indemnified, and shall keep indemnified and hold harmless, EdCIL and its officers and employees, from and against, all and any claims, demands, losses, damages, penalties and expenses on proceedings, connected with the implementation of this Contract, and/ or arising from any breach, or non-compliance, whatsoever, by the Manpower Service Provider, or by any of the persons deployed by it, pursuant hereto of, or in relation to, any such matter as aforesaid, or otherwise, arising from any act or omission on their part, whether willful or not, and whether within or outside the premises of EdCIL, including, but not limited to, any and all claims by the hired staff. "

19. Termination

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

a) Termination of the Contract

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

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

b) Consequences of Termination

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

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to

the execution of works or on account of loss of expected profits.

- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The

Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective. EdCIL would make related payments only for the activities implemented by the company on the date of termination of services.

20. AWARD OF CONTRACT

- 20.1 The successful bidder should be intimated through the Letter of Award (LOA).
- 20.2 The Letter of Award (LOA) of contract shall be sent at the address specified by the bidder in the bid document & the date of dispatch shall be deemed to be the date of the award of the contract for all future references.
- 20.3 The bidder shall also be intimated of the LOA of contract on e-mail address provided on the bid document on the date of dispatch by Speed Post.
- 20.4 The sending of LOA through e-mail shall be deemed as serving of the LOA & the date of delivery to the successful bidder.
- 20.5 The agency shall deploy the required manpower against the contract/ initial requirement of EdCIL within 30 (Thirty) days from the date of placing the contract.

21. Legal Liability

EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider

22. Settlement of Disputes

- a. **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an

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opportunity of being heard and the decision on the representation will be conveyed in writing.

- b. **Arbitration:** In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the man-power-providing-agency can be withheld till settlement of the disputes by EdCIL. The dispute will be referred to Chairman and Managing Director, EdCIL for arbitration and his decision will be final and binding on the both the parties. Keeping in view of the above, the Manpower Service Provider may submit bid in the prescribed format
- c. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only.

23. Reservation of Rights: EdCIL reserves the right to:

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

24. Suspension

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

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

25. Force Majeure

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

CHIEF GENERAL MANAGER (HR &S)

REQUIREMENT AND ELIGIBILITY OF VARIOUS CATEGORIES OF OUTSOURCED STAFF

Sl.No	Post/Category	Educational Qualification	Upper Age limit	Minimum Post Qualification Experience	No. of Persons	Consolidated Monthly Pay Range to be (Rs.)
1	Receptionist	Graduate with relevant work experience	35 years	2 years	1	20000 - 25000
2	Telephone Attendant-cum-Dak Helper	8 th Pass with relevant work experience	60 years	7 years	1	12000-15000
3	Executive (OES)	PGDM with preferably hands on experience in International Services or Marketing	35 years	2 years	1	20000-25000
4	Executive (IT/ICT)	BE/B.Tech. (IT/CS/ECS) with relevant work experience	35 years	2 years	3	25000-30000
5	Executive (Finance)	Bachelor degree in Commerce, ICWA (Inter) /CA (Inter)/, knowledge of tally and excel with relevant work experience	35 years	3 years	1	20000-25000
6	Executive (OTAS)	B.Tech, MBA, ICWA (Inter)/CA (Inter) with knowledge of tally and excel with relevant work experience	35 years	3 years	1	20000-25000
7	Executive (Travel/ Ticketing)	Graduate preferably with Diploma in Travel/Tourism with relevant work experience	35 years	3 years	1	20000-25000
8	Executive (HR)	MBA (HR) with relevant work experience	35 years	2 years	2	25000-30000
9	Executive (Infra / Procurement)	BE- Civil /B.Tech - Civil with relevant work experience	35 years	2 years	2	25000-30000
10	Executive (Architecture)	BE Architecture / B.Tech. Architecture	35 Years	2 years	1	25000-30000
11	Caretaker (Guest House)	12 th Pass with relevant work experience	50 years	5 years	1	12000-15000
12	Executive Assistant (Secretarial)	Graduate in any discipline preferable with diploma in Secretarial Practices.	35 years	Up to 2 years	1	15000-20000

Note:

1. EdCIL may or may not engage any one, or more, categories of staff mentioned above.
2. Depending on the needs of EdCIL, the actual number of staff required in various categories may vary with time. Tentative requirement is as specified above.
3. Besides the categories mentioned above, EdCIL may ask to provide other categories of staff also, on outsource hiring basis. The essential qualifications/pay structure for such categories shall be furnished by EdCIL, and the services will be provided at the agreed commission.
4. The minimum age of the deployed manpower is eighteen (18) years.

ENTITLEMENT OF LEAVE TO THE OUTSOURCED STAFF

- (1) Two and half (2.5) days leave for serving each calendar month will be credited to a person.
- (2) Such credit of leave can be accumulated uptill one year or the contract period which ever is less.
- (3) The leave will not be carried forwarded after each period of contract. It will neither be allowed for encashment.
- (4) Besides the above, all other kinds of leave/absence will be treated as leave without pay

TECHNICAL BID

1. Name of the Service Provider/Agency
1. Address with Telephone/Fax No. E-mail
2. Contact person's name
3. Details of Earnest Money Deposit (EMD)
4. Essential details:
 - (i) Registration
 - (ii) EPF registration
 - (iii) ESI registration
 - (iv) PAN/TIN No.
 - (v) GST Registration Number
5. The agency should currently have minimum 10,000 manpower on its payroll.
6. The agency should have at least 10 years experience in the relevant field in reputed organizations/PSU/Autonomous/Govt. of India/MNCs
7. The bidder must have provided similar services of at least 3000 (Three thousand) man-months in the financial year 2016-17 and a gross of 10000 (Ten thousand) man-months in the last three financial years (i.e. in 2014-15, 2015-16 and 2016-17) to Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies, Private organizations etc., in India.
8. The bidder should have average annual turnover of Rs. 10 Crore in last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17) (Rs. 7.5 Crore for NSIC/MSME Registered Agencies) .
9. The agency should have IT/ERP enabled payroll and administration for the outsourced employees.
10. Contractor License of employment issued by the Labour Department.
11. The bidder should not have been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government / PSU / Autonomous Body on the date of submission of bid.
12. Company should have ISO Certification
13. List of clients with address and details of contact person.
14. The agency should have PAN India Presence with offices in all metro cities.

Signature of authorized signatory along with seal

Dated:

Note: (i) Relevant attested documents to be submitted in support of above points.

(ii) Absence of any such document(s) may render the tender as invalid.

DECLARATION – NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender Ref No.: EdCIL/HR & ADMN./2017-18/Manpower Outsourcing Agency dated 22nd September 2017, I/We hereby declare that presently our organization has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Autonomous body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

PROFORMA FOR AGREEMENT

This Service Agreement entered into on the [.....] EdCIL (India) Limited a Company incorporated under the provisions of the Companies Act 1956, having its registered office at Vijaya Building, 5th Floor, 17–Barakhamba Road, New Delhi - 110001, represented by its – CGM (HR&S) Shri Ratnesh Kumar, vide authorization letter dated (hereinafter referred to as the “CLIENT” which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the first part

AND

M/s..... a company incorporated under the provision of the Company Act 1956, having its registered and principal place of business at vide authorization letter dated(herein after referred to as the “CLIENT” which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the second part

WHEREAS, M/s..... is a company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kind of companies and inter alia, is engaged in the business of providing specific corporate services to its customers through deputation of its skilled, and/or semi-skilled employees/personnel (these employees sent on deputation are hereinafter referred to as “Associate(s)”) to its customers sites, whether onsite or offshore;

AND WHEREAS CLIENT is a Public Sector Undertaking under the Ministry of HRD is desirous of engaging the services of M/s..... has agreed to offer the services described herein to client on the terms and conditions set out hereunder.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. Manpower Service Provider has to provide services of outsourced personnel in various categories, as per **Annexure-I**.
2. The Agency will be awarded the work for a period of 3 (Three) year, which can be further extended for 1 (one) year based on EDCIL’s requirements, and the performance of the Agency and the staff provided by it. Any extension given shall be at the sole discretion of EDCIL.
3. The entitlement of leaves to the outsourced staff is placed at **Annexure-II**.
4. Generally, support staff services are required at defined location(s) only. In case need arises for sending the outsourced staff for outstation duties, modalities for doing so will be worked out by EDCIL.

5. **The successful bidder has to sign an agreement on Non-judicial stamp paper of Rs. 100/- within 15 days from the date of the award of the contract.** In case, if the Agency fails to deploy the required manpower against the work order/the initial requirement of EDCIL, within 30 (thirty) days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
6. The Manpower Service Provider, if and when so requested by EDCIL, will provide the placement service staff at the premises of EDCIL, or at any other office, as may be required by EDCIL, at the agreed rates. The essential qualifications/skills/ experience and the tentative numbers of personnel requirement is enclosed as **Annexure-1**.
7. Candidates will be examined **by EDCIL** for suitability for performing the defined functions by EDCIL. It shall be the responsibility of the Manpower Service Provider to verify the qualifications and experience indicated by the hired staff in their profiles. EDCIL reserves the right to verify and cross check the credentials and qualification of the hired staff. If during the course of engagement, it comes to notice that any hired staff has misrepresented the facts about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall have to provide suitable replacement within 15(fifteen) days.
8. If the performance of the hired staff is found unsatisfactory, EDCIL shall give a notice of 15 (fifteen) days to the Manpower Service Provider to take necessary action to improve the performance of the concerned staff, and if his/her performance does not improve even after 15 (fifteen) days of such communication, the Manpower Service Provider shall provide a replacement acceptable to EDCIL within next 15 (fifteen) days.
9. The Manpower Service Provider shall be liable for all pays/salaries to the hired staff and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), compensations etc., including payments/contributions towards all statutory dues connected to and/or related to the employment of the deputies sent to EDCIL, and shall keep the EDCIL indemnified at all times, against all claims, liabilities, losses and consequences in relation thereto, comply with all statutory requirements, deduction of any tax or other amounts as required by law or as provided herein. An undertaking to this effect will have to be signed by the Agency / Manpower Service Provider soon after the placement of order on him.
10. The Manpower Service Provider shall make actual disbursement of salaries to all the outsourced persons in various categories, as agreed by EDCIL, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by EDCIL.
11. The engagement of Manpower Service Provider shall be subject to providing the agreed services to the continuous satisfaction of EDCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by EDCIL by giving a notice of 1 (one) month period.

12. The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any of the hired staff is proposed to be replaced / terminated by the Manpower Service Provider, such action should be taken only after written approval of EDCIL.

13. **PAYMENT TERMS**

13.1 The payment(s) to be made are subject to deduction of statutory levies by any Government as per rules from time to time and will be made against the Bill raised, taking attendance of manpower deployed under consideration from the 21st to 20th of the following month, on doing the assigned work.

13.2 Manpower Service Provider will be responsible for making the payment directly to the supplied manpower by 7th of each month, whether the receive payment from EdCIL or not.

13.3 Manpower Service Provider shall make the payment to the supplied manpower by depositing payment in their bank account.

13.4 The man-power-providing-agency shall indemnify and keep indemnified and save from harm, the EDCIL from all losses, damages, claims, suits or action which may arise out of or result from any injury/death during the course of employment of manpower and against all demands actions, proceedings, losses, damages, recoveries, judgments, which may be made or brought by manpower against the EDCIL.

13.5 The Manpower Service Provider shall provide documentary evidence, to the satisfaction of EDCIL, of submission of statutory payments towards PF, ESI etc. with the appropriate statutory authorities, in the accounts of the outsourced personnel.

13.6 The bidder shall have certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

14. **OBLIGATIONS OF THE MANPOWER SERVICE PROVIDER**

14.1 The Manpower Service Provider will continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by EDCIL.

14.2 The Manpower Service Provider shall comply with all the statutory requirements and rules and regulations applicable for engagement of outsourced persons for the client (i.e. EDCIL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land, and will have to submit a signed undertaking to this effect to EDCIL.

- 14.3 The Manpower Service Provider shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it, including those of PF, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, etc. In case of breach of any law/rules/notifications, applicable to the engagement of employees by the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to EDCIL regarding such compliance. An undertaking will have to be given by the Manpower Service Provider that only he/it will be responsible for any lapse in this regard.
- 14.4 The Manpower Service Provider shall decide the modus operandi for engagement of man-power by it for rendering proper and efficient services, confirming to the prescribed standards of EDCIL. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) engaged in the office of EDCIL for discharging the defined activities/functions.
- 14.5 No cognizance shall be given to the personnel engaged by the Manpower Service Provider for EDCIL, as a relationship of employer and employee. The persons deputed by service provider at any point can not claim to be employee of EdCIL.
- 14.6 The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of EDCIL.
- 14.7 The Manpower Service Provider shall submit the **qualification certificates** and experience certificates of the outsourced persons, regarding the work done by them in the last two years, and shall also verify and certify their satisfactory character and antecedent records.
- 14.8 The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on EDCIL. Under no circumstances EDCIL shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the Manpower Service Provider, for any purpose, whatsoever, nor would EDCIL be liable for any claim(s), whatsoever, of any person(s) of the Manpower Service Provider. The Manpower Service Provider shall keep EDCIL totally and completely indemnified against any such claim(s).
- 14.9 The Manpower Service Provider shall obtain appropriate licence under the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules as amended till date and shall comply with all terms and conditions thereof strictly and shall keep such licence duly validated and/or renewed from time to time throughout the currency of this Contract.

- 14.10 The Manpower Service Provider shall maintain all registers required under various Acts/Laws, which may be inspected by EDCIL, as well as by the appropriate authorities, at any time.
- 14.11 Notwithstanding anything contained herein, the Manpower Service Provider shall be liable for adequately compensating EDCIL for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance to this Contract.
- 14.12 The Manpower Service Provider should be aware that the services similar to those covered by this Contract are being, or may hereafter be, rendered in the premises of EDCIL by other entities also, and it will not, at any time, object to, or interfere in any manner, with the rendering of such services by any such other entities.
- 14.13 The Manpower Service Provider must be able to arrange for the replacement of the existing outsourced person(s), as and when such instructions are given by EDCIL.
- 14.14 The engagement of outsourced person(s) shall be purely on temporary and outsourced basis. The Manpower Service Provider shall, at all times, make it absolutely clear to the staff hired through it for EDCIL that such **personnel** do not have any claim, whatsoever, regarding any regular employment in EDCIL.
- 14.15 Any **personnel** hired for EDCIL can be removed any time by given a notice to the Manpower Service Provider. Undertaking to this effect will be taken by the Manpower Service Provider from all person(s) engaged by them and they will also be handed over to EDCIL. The Manpower Service Provider will have to provide suitable replacement(s), acceptable to EDCIL, within 15 (fifteen) days' time of removal of such person(s).
- 14.16 The services of the outsourced person(s) engaged are liable to be transferred anywhere in the country, from one department to another, or from one branch to another, without any extra remuneration, depending on the exigencies of the work.
- 14.17 The outsourced person(s) shall, remain punctual on all working days (i.e. Monday to Friday) and shall adhere to the office timings (09.30 am to 06.00 pm) with half an hour lunch break from 1.00 PM to 1.30 PM. However the timing may be changed at the discretion of EDCIL from time to time. In case of emergency, the service of the outsourced person(s) shall be called for on Saturday/Sunday & holidays, on short notice at times, for which he/she is liable to discharge his/her duties on that day. However, for such booking(s) he/she shall be provided compensatory leave on any working day. The outsourced staff, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of EDCIL.

- 14.18 The Manpower Service Provider shall ensure that complete confidentiality is maintained by them and by all its outsourced personnel with regard to all information relating to EDCIL, its premises, clients, businesses, assets, affairs and employees. That neither the Manpower Service Provider nor its engaged persons will at any time divulge or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to EDCIL and its associate entities, which may in any way come to their knowledge or attention.
- 14.19 It is mandatory that the Manpower Service Provider provides adequate insurance coverage to the outsourced person(s) for eventualities like death, disability, sickness etc. EDCIL shall not be liable for paying or bearing any premium/ compensation, at any stage, in respect of insurance claims made by the Manpower Service Provider, or the outsourced staff provided by it. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to EDCIL, and shall at all time keep the requisite policies live and running.
- 14.20 The successful tenderer will have to deposit a Performance Security Deposit of 10% (ten percent) of the contract value in the form of Bank Guarantee from only Nationalised Bank, drawn in favour of the Rajasthan Electronics & Instruments Limited, Noida/Delhi covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of performance security deposit will be determined by appropriate Authority, taking into account the contractual obligation of the manpower service provider.
- 14.21 The Authority reserves the right to withdraw, or relax, any of the terms and conditions mentioned in this document, so as to overcome any problem(s) that may be encountered at a later stage.

15. INDEMNITY

- 15.1 The Manpower Service Provider shall indemnify, and keep EDCIL indemnified and harmless, from and against all disputes, claims, fines, penalties and litigations, criminal as well as civil, that may be initiated against EDCIL on account of, and/or arising out of, the failure of the Manpower Service Provider to adhere to any statutory requirements, or in following such rules regulations, guidelines or procedures that may be required to be adhered to under any statute or directive.
- 15.2 The Agency/Manpower Service Provider will have to submit following indemnity certificate at the time of taking up the work-
- “The Manpower Service Provider, hereby, agrees to keep indemnified, and shall keep indemnified and hold harmless, EDCIL and its officers and employees, from and against, all and any claims, demands, losses, damages, penalties and expenses on proceedings, connected with the implementation of this Contract, and/ or arising from any breach, or non-compliance, whatsoever, by the Manpower Service Provider, or by any of the persons deployed by it, pursuant hereto of, or in relation to, any such matter as aforesaid, or otherwise, arising from any act or omission on their part, whether willful or not, and whether within or outside the premises of EDCIL, including, but not limited to, any and all claims by the hired staff. ”

16. TIMELY PAYMENT OF REMUNERATION /FEE PAYABLE TO TEMPORARIES/HIRED PERSONS

- 16.1 The Manpower Service Provider will ensure that before raising the bill(s) on EDCIL, for the services rendered by the temporary/outsourced person(s), the fee payable to temporary person (s) is paid on, or before the 3rd day of the following month, and proof of payment shall be annexed to the monthly bill.
- 16.2 The man-power-providing-agency shall make the payment to the supplied manpower by depositing payment in their bank account

17. OTHER TERMS AND CONDITIONS

- 17.1 Contract shall be deemed to have commenced as on, and from, the date of issuance of letter of intent, and shall be in force for an initial period of 3 (three) years, extendable to 2 (two) more years, or 1 (one) year at a time, with the written mutual consent on existing terms and conditions, or any new terms and conditions, decided at the time of such extension(s).
- 17.2 On expiry, or earlier termination of this contract, due payment if any, shall be released only after receipt of proof of all statutory dues paid and disbursement of salary and other payment to the supplied manpower.
- 17.3 Expiry, or earlier termination of this Contract, will not prejudice any rights of the parties that may have accrued prior thereto.

18. SCOPE OF SERVICE PROVIDER

In performing the terms and conditions of the Contract, the Manpower Service Provider shall, at all times, act as an independent Manpower Service Provider. The contract does not, in any way, create a relationship of “principal and agent” between EDCIL and the Manpower Service Provider. The Manpower Service Provider shall not act, or attempt, or represent itself, as an agent of EDCIL. It is clearly understood and accepted by both parties that this agreement between the parties, evidenced by it, is on a principal to principal basis, and nothing herein contained shall be constructed, or understood, as constituting either party hereto, the agent or representative of EDCIL under any circumstances. The employees of the Manpower Service Provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of EDCIL.

19. AWARD OF CONTRACT

- 19.1 The successful bidder should be intimated through the Letter of Award (LOA) of contract.
- 19.2 The LOA of contract shall be sent at the address specified by the bidder in the bid document & the date shall be deemed to be the date of the award of the contract for all future references.
- 19.3 The bidder shall also be intimated of the LOA of contract on e-mail address provided on the bid document on the date of dispatch by Speed Post.

- 19.4 The sending of LOA of contract through e-mail shall be deemed as serving of the LOA of contract & the date of delivery to the successful bidder.
- 19.5 The successful bidder has to deposit Bank Guarantee equivalent to 10% of the value of the award of contract within 15 days of the issue of award of contract failing which EMD shall stand forfeited without any further notice.
- 19.6 The successful bidder shall also simultaneously sign an agreement on Non Judicial Stamp Paper of Rs. 100 within 15 days from the date of Award of Contract.
- 19.7 The agency shall deploy the required manpower against the contract/ initial requirement of EDCIL within 30 days from the date of placing the contract.
- 19.8 In case of agency fails to deploy the required manpower within the stipulated time the EMD shall stand forfeited without giving any further notice.

20. ARBITRATION

In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the man-power-providing-agency can be withheld till settlement of the disputes by EDCIL. The dispute will be referred to Chairman & Managing Director, EDCIL for arbitration and his decision will be final and binding on the both the parties.

21. GOVERNMENT LAW AND JURISDICTION:

This agreement shall be governed by the laws of India and the courts, Delhi, India shall have exclusive jurisdiction over any disputes hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on the day and year first above written.

For: (M/s.....) (Represented by the two authorized signatories designated below):

1.

Name: _____

2.

Name: _____

For: EdCIL (India) Limited, Delhi

1. Name: _____

2. Name: _____

(Price Bid)

[Tender No.: EdCIL/HR & ADMN./2017-18/Manpower Outsourcing Agency dt. 24th September 2017]

In response to the above and in full agreement with the terms and conditions as stipulated in the tender document, We offer as follows:

We understand that minimum wages will require to be paid to the labourers/manpower as applicable in various State/Central Govt. as notified by the Regional Labour Commissioner from time to time. In addition, We also understand that all statutory payments like EPF/ESI/Bonus/GST etc. Charges also need to be paid as prescribed under various statutes, by us. We therefore offer our services on lump sump basis as under:

Agency Commission (as a % of the total monthly Salary)	One time sourcing fee [against supply of each personnel (Rs.)]
In Figures: _____	In Figures: _____
In Words: _____	In Words: _____

Note:

1. Monthly basic pay shall be decided by EdCIL.
2. The bidder should quote a single "Agency's Commission", which should be applicable to all categories of staff to be provided. It should be in percentage only.
3. GST shall be leviable as per the prevailing rates.
4. In case of any discrepancy between words and figures, the amount in words shall prevail.

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

PERFORMANCE BANK GUARANTEE**(For performance security)**

Date:

Name of the Bank: _____

To

EdCIL (India) Ltd

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

1. We _____ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Ltd.
2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (₹ _____ Only).
3. (a) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
4. We, _____ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, _____ (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We, _____ (name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of EdCIL (India) Limited in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs _____ (Rs _____ only) unless a demand under this guarantee is made on us in writing on or before _____ we shall be discharged from our liabilities under this guarantee thereafter.

Dated: _____ the _____ day of _____

For _____ (indicate the name of bank)

Signature of Banks Authorised official

Witness

(Name) _____

1

Designation with Code No. _____

2.

Full Address _____

Power of Attorney

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE

NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THISDAY OF2017.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarised

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the

Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.