

**BIDS
FOR HIRING OF AGENCY FOR CANTEEN SERVICES FOR EDCIL CORPORATE OFFICE,
NOIDA**

BID DOCUMENT

Bid Ref. No. EdCIL/Admin/Canteen Services/2020-2021 Dated: 23rd March,2020

(Participation through E-Bid only)

Visit: www.edcilindia.co.in



EdCIL (India) Limited

**(A MINI RATNA CATEGORY – I CPSE, GOVT. OF INDIA)
(An ISO 9001-2015 & 14001-2015 Certified Company)
EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)**

Ref. No. EdCIL/Admin/CANTEEN SERVICES/2020-2021 Dated: 23rd March,2020	
Place for opening of the bid	Convention Hall EdCIL (India) Limited EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	24 th April, 2020 upto 1430 hrs
Date & Time for Pre-Bid meeting	15 th April, 2020 at 1430 hrs
Date & Time of Opening of Technical Bid	24 th April, 2020 at 1500 hrs



EdCIL (India) Limited

(A Mini Ratna Category-I CPSE, Govt. of India)
 Ministry of Human Resource Development
 ISO 9001:2015 & 14001:2015 Certified Company
 EdCIL House, Plot No. 16A, Sector 16A
 NOIDA- 201301, Uttar Pradesh, India

VENDOR REGISTRATION FORM

Vendor Code (To be allotted by EdCIL)				
1	Suppliers Name (in Capital) (As per GST Certificate)			
	MSME	<i>(YES/NO (COPY OF CERTIFICATE SHOULD BE ENCLOSED))</i>		
2	Gst Identification Number (along with self-attested copy of the same)			
3	Registered Address/Principal Place of Business with State (as per GSTIN)	Address		
		State	Pin code	
4	Address of Additional Place of Business (if any)	Address		
		State	Pin code	
5	PAN (copy to be enclosed)			
6	e-mail Id			
7	Name of the Contact Person			
8	Mobile No.	Telephone No.		
9	Bank Details (Cancelled Cheque to be enclosed)	Bank Account Number		
		Name of the Bank along with Address		
		IFSC Code		

10. Type of Registration (as Composite dealer/Regular dealer) (for supplier of material/contractor/service providers)

Composite Dealer	<input type="checkbox"/>	Regular Dealer	<input type="checkbox"/>
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11. HSN Details (for Material Supply only)

Description of Materials	HSN Code

12. Service Accounting Code (SAC) (for Contractors/Service Providers only)

Service Description	Service Accounting Code (SAC)

For Office Use:

Filled by -

Name :

Department:

Checked by:

Note: Enclosure

- * GSTN Certificate Copy (self-attested)
- * Cancelled Cheque
- * Self certified PAN Copy
- * Self Certified copy of MSME Certificate

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INTRODUCTION

EdCIL (India) Limited, is a “Mini Ratna Category-I” Central Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. The Company has its registered office at 5th Floor, Vijaya Building, 17-Barakhambha Road, New Delhi-110001. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas.

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

Vision

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

Service Spectrum

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

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

- Online Testing and Assessment Services (OTAS)
- Educational Infrastructure Services (EIS)
- Educational Procurement Services (Lab Equipment, IT products, Furniture etc.)
- Digital Education Services (DES)
- Advisory Services
- Overseas Education Services (OES)
- Study in India
- TSG (Technical Support Group)

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Bid, which is supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Expression of Interest and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
Bidding Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Agency	" Agency " means agency that may provide the canteen Services to EdCIL under the Contract.
Proposal	" Proposal " means the Technical Proposal of the Agency.

EdCIL (India) Limited
(A Government of India Enterprise)

NOTICE FOR INVITING BIDS (ONLINE)

No.EdCIL/Admin/Canteen Services/2020-2021

Dated: 23rd March , 2020

Online Bids are invited in **two Packet System (Two-bid System)** i.e. **Technical Bid and Financial Bid** from Reputed, Experienced and Financially Sound CANTEEN Agencies for **EdCIL**, Corporate Office, Plot No.18-A, Sector-16-A, Noida. **Financial Bids of those agencies will be opened who qualify in the Technical Parameters.** The Technical evaluation of the BIDs will be done on the basis of fulfillment of Eligibility Criteria mentioned in the bid document as per the following schedule:-

1.	Bid No.	EdCIL/Admin/CANTEEN/2020-2021 Dated: 23rd March , 2020
2.	Name Of Work	Hiring of CANTEEN Agency for EdCIL Corporate Office, Plot No.18-A, Sector-16-A, NOIDA.
3.	Type of Bid	E-Bid, Two Packet System
4.	Duration of Contract	Two Years and further extendable by One Year at the same Rates, Terms and Conditions and satisfactory services.
5.	Cost of Bid Document	Free of cost (can be downloaded from our website)
6.	Earnest Money Deposit (EMD) (Bid Security)	Rs.1,00,000/- (Rupees One lakh only) Earnest Money Deposit (EMD) by Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of EdCIL (India) Limited , payable at Noida. However, agencies registered with MSME/NSIC are exempted towards submission of EMD. Bids received without Earnest Money Deposit/Exemption Certificates shall be summarily rejected.
7.	Performance Security	10% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
8.	Uploading of NIT and Bid Document (Online)	From 23rd March, 2020 at 17:00 hours on www.edcilindia.co.in .
9.	Last Date and Time of Submission of Bid (Online)	Upto 24 th April, 2020 upto 1430 hrs on www.edcilindia.co.in .
10.	Last Date and Time of Submission of Documents in Physical Form.	24 th April, 2020 upto 1430 hrs -
11.	Date and Time of Opening of Technical Bid (Online)	24 th April, 2020 - 1500 hrs
12.	Bid Validity	180 days from the Date of Opening of Bid.
13.	Address for Communication	GM(HR&A), EdCIL (India) Limited (EdCIL), 'Ed.CIL House', Plot No. 18A, Sector – 16A NOIDA – 201301 (UP), INDIA Tel: 0120 - 2512004 – 006, Fax: 0120 – 2515372

14.	Help Desk for E- Bidding	<p>For any clarification, help and registration for E-Bidding may write us at harishkumar.kb@etenderwizard.com or Contact No. 080-49352000 Mobile No. 9686115318/9650520101/8800445981.</p> <p>For obtaining Digital Signature please visit at http://www.cca.gov.in</p> <p>For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS</p> <p>Telephone: 080-49352000/9686115318 or write us mail on Email Id:-harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk759@gmail.com, twhelpdesk963@gmail.com</p>
15.	Availability of Bid Documents	<p>The Bid documents can be downloaded from www.edcilindia.co.in, / http://www.tenderwizard.com/EDCIL</p> <p>Bidders who wish to view free Notification and Bid Documents can visit EdCIL's website www.edcilindia.co.in & Central Procurement Portal, www.eprocure.gov.in;</p> <p>Any addendum/corrigendum will be notified in the EdCIL website www.edcilindia.co.in / http://www.tenderwizard.com/EDCIL</p>

Note:

The Offer shall be valid for 180 days from the date of opening of the Bid, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity and would be liable for forfeiture of Earnest Money Deposit (Bid Security).

SCOPE OF WORK Job details

1. Corporate Office - Noida

EdCIL has a Cafeteria at Corporate Office at EdCIL House, 18-A, Sector-16-A, Noida-201301. EdCIL Corporate Office comprises four floors and basement having around 200 staff. The Canteen serves tea/coffee/cold drinks, snacks, high tea and 70-80 lunch to employees and various official meetings, programs, seminars and functions organized by EdCIL from time to time. In addition, visitors of EdCIL (Around 15 persons per day) in connection with various activities also avail these services. The following services are required for Corporate Office, Noida:-

- i) Providing Tea/Breakfast/Lunch/Evening Snacks in canteen as per requirement from 8.30 am to 6.00 p.m to employees as well as for official meetings, conferences, training program etc. A suggestive menu of Breakfast/Lunch/Evening Snacks etc together with the brand/quality of the materials to be used is enclosed (**Appendix I to III**).
- ii) Serving Complimentary Tea (**twice a day**)/Soup/Butter Milk/Lemon Water (**Once a day**) to all employees at Workstations/Office Rooms or as and when required (including holidays/Saturdays and Sundays). **Canteen Staff Duty should be from 7.30 am to 6.00 p.m. (Two canteen staff should be present till 8.00 p.m.)**.
- iii) Any other job relating to scope of work.
- iv) If required canteen will remain open on Govt. holidays/Saturdays & Sundays.

2. Facilities to be provided by EdCIL free of cost at EdCIL House, Noida

- i. Canteen Hall, Kitchen & Pantry
- ii. Free electricity for lighting & water supply
- iii. Furniture (Table & Chair) for canteen Hall
- iv. Civil & electrical maintenance of building only.
- v. Housekeeping assistance through existing housekeeping agency

3. Following equipment/utensils will be provided, however maintenance to be done by the contractor.

- i. 2 - Burner (Double)
- ii. Dosa Tawa
- iii. Wet Grinder (5 ltr)
- iv. Counter top Hot/Cold Bain Marrie (One)
- v. Stainless Steel Chopping table (Six)
- vi. Stainless Steel Storage Rack (Four)
- vii. Deep – freezer (One) and One Chest Freezer

Contractor has option to use premises only along with above facilities or may use their own equipment / utensils.

All other facilities/ infrastructure viz utensils crockery etc) required for smooth functioning of canteen and pantry will have to be arranged by the Contractor at their own cost.*

*Contractor should arrange extra utensils as and when required on special occasions.

4. Rates for subsidized items to be served on regular items

Name of the Items	Subsidized Rates
Tea-One cup (100 ml)	4.00
Coffee-One cup (100 ml)	7.00
Veg Soup (150 ml)/ Butter Milk (250 ml)/Lemon Water (250 ml)	7.00

Other items (at least two items need to be made available in the day) In addition to the above, any two of the following to be served on daily basis

Veg Sandwich	10.00
Grilled Sandwich	15.00
Poha with Bhujia/Onion and Lemon	10.00
Idli 2 pc (100 gms) with Shambhar & Chutney	10.00
Sada Dosa with Sambhar & Chatni -One plate	8.00
Masala Dosa with Samber & Chatni -One plate	15.00
Onion Dosa with Samber & Chatni -One plate	15.00
Egg Omelete-1 with 2 bread slice	10.00
Egg Omelete-2 with 2 bread slice	15.00
Lassi Sweet-One glass - 250 ml	10.00
Lassi salt-One glass - 250 ml	10.00
Veg pattis-One piece	7.00
Butter bread-One plate (2 pc.)	6.00
Veg Burger- One piece	10.00
Western Burger, French fries and sauce-One plate	15.00
Samosa/Kachoudi One PC	5.00
South Indian Vada with Chatni	5.00
Pakora – 100 gram	8.00
Paneer Pakora – 50 gm	15.00
Bread Pakora -One no. (100 gms)	5.00
Veg Noodles-Quarter plate,	5.00
Chila (Besan), Veg Cutlet, Vada Pav, Spring Roll etc.	10.00
Stuffed Paratha (Aloo,Onion,Gobi, Methi etc) – One no	10.00
Puri Sabzi – Puri-4 Nos.	10.00
Cold Drink/Ice Cream/Biscuit etc	M.R.P.

All day Food – These items should be available on daily basis on demand

Fresh Fruits – Four varieties – 250 grams	10.00
Sprouts 50 grams	10.00
Fresh Juice – 250 ml	15.00
Banana/Mango Shake - 250 ml	15.00
Fresh Coconut Water-Tender	40

Meals items to be served on regular basis - Lunch:

Subzi-One plate	5.00
Dal-One plate	5.00
Roti-two nos.	5.00
Rice-One plate	5.00
Packed Curd-Nestle/MotherDairy/Amul	10.00
Vegetable thali (Roti, Subzi, Dal + Rice + packed curd)-Per thali	20.00

5. SUBSIDY

- I. The Bidder may claim compensation on account of monthly subsidy for providing subsidize meals and snacks. He is required to quote the monthly compensation to supply the subsidized items considering the existing subsidized rates indicated in para 4 above.

The Caterer would provide a minimum number of cooks, waiters and other servants in the Kitchen and canteen as detailed below :

Manpower	For Ed.CIL House, Noida
Supervisor - Skilled	1
Cook - Skilled	1
Waiter/Helper/Cleaner - Unskilled	8

Note:EdCIL will reimburse the total monthly claim for the manpower deployed by the Agency on submission of necessary documents like proof of payment of Minimum Wages+VDA to the manpower employed at EdCIL as per the Notification issued by Ministry of Labour, Government of India from time to time followed by proof of payment of Statutory Components like PF, ESI, Bonus etc. EdCIL will reimburse other charges along with Uniform cost. The good quality uniform with gear is must for all canteen staff.

6. Quality Standard

- I. The cooking medium used for food preparation must be AGMARK / ISO quality strictly as per the quality / brands mentioned in **Appendix – I to III**. **No Vanaspati / Dalda will be allowed to use.**
- II. If any time it is found that the quality / Brands are used other than the quality / brands specified in the **Appendix – I to III** by the contractor a penalty of Rs.1000/- per occasion will be imposed on contractor and be deducted from their monthly bill.
- III. The Contractor shall display the approved daily menu prominently in the canteen.
- IV. The Contractor shall comply with the instructions of the Management in regard to the kind of menu to be served in the official lunches/tea snacks.
- V. The Contractor shall provide his own crockery, cutlery and utensils for staff lunch, tea, coffee etc. The size & quality of crockery should be those normally used in offices. However, before put in use, the same needs to be approved by the Management of EdCIL.

7. HEALTH & HYGIENE

- i) The Contractor will be responsible for the cleanliness of crockery, cutlery, cooking utensils, EdCIL will neither provide any cleaning materials; dusters etc. for the same nor any extra payment will be made on this account.
- ii) EdCIL reserves its right to take samples of edibles/raw materials from the canteen for the purpose of Inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn either by authorized representatives of EdCIL or by any Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and Allied Acts etc.
- iii) The contractor shall be responsible for safety and security of its personnel deputed in the canteen and EdCIL shall not be responsible for the same. All canteen staff should be healthy and free from any deceases.

Appendix - I**LUNCH for employees**
(in consultation with Management)

Dishes	Monday	Tuesday	Wednesday	Thursday	Friday
Vegetable (about 100 gms)	Matar Paneer	Seasonal Veg.	Seasonal Veg.	Seasonal Veg.	Kabuli Channa
Dal (about 100 gms)	Rajma(approx.2 50 gms)	Karhi Pakora	Arhar Dal	Chana Dal	Kofta/Manchurian
Rice(about 100 gms)	Jeera Rice (Basmati)	Boiled Rice(Basmati/ golden sela)	Boiled Rice(Basmati/ golden sela)	Boiled Rice(Basmati/ golden sela)	Chinese Rice
Roti	Chapati(atta tava Roti)- 2 nos wrapped in foil paper	Chapati(atta tava Roti)- 2 nos wrapped in foil paper	Chapati(atta tava Roti)- 2 nos wrapped in foil paper	Chapati(atta tava Roti)- 2 nos wrapped in foil paper	Chapati(atta tava Roti)- 2 nos wrapped in foil paper
Packed Curd	Packed Curd	Packed Curd	Packed Curd	Packed Curd	Packed Curd
Sweets (Approx.100 gms.)	Kheer/ Halwa	Moong Dal Halwa	Gulab Jamun etc.	Seasonal Fruit	Seasonal Fruit
Misc.	Salad/Papad/Achaar	Salad/Papad/Achaar	Salad/Papad/Achaar	Salad/Papad/ Achaar	Salad/Papad/ Achaar

Breakfast & Evening Snacks menu**(in consultation with Management)**

Breakfast Dishes (One item each day)	Upma, Poha (with Bhujia, Onion and Lemon), Stuffed Paratha (Aloo,Onion,Gobi, Methi etc), Idli or Dosa with Sambhar
Evening Snacks (One item each day)	South Indian Vada with Chatni, Grilled Sandwich, Veg Sandwich, Spring Roll, Bread Pakora, Veg Burger, Veg Noodles, Chila (Besan), Veg Cutlet, Vada Pav etc.

Note: Out of these items, weekly items will be decided by Management. These items are not exhaustive. The Management of EdCIL may drop/add any other items.

SPECIAL LUNCH/ SNACKS MENU

iii) MEETINGS, CONFERENCES ETC.(Indicative) (Special buffet for meetings etc)

<u>Soup Section (Any one)</u>	<u>Paneer Section (Any one)</u>	<u>Dry vegetable (Any one)</u>
Tomato Soup	Paneer	Mix.vegetable Jhalfrezi
Veg.Hot and Sour soup	Matter Paneer	Aaloo Ghobi Masala
Crème of Spinach	Malai Paneer Jhalfrezi	Aaloo Methi
Mix. vegetable soup	Kadhai Kofta	Boiled Veg.
Mushroom soup	Palak Paneer	Bhindi Masala
<u>Veg. Gravies (Any One)</u>	Paneer Korma	Stuff Tomato
Pakori Masala	Shahi Paneer	<u>Curd Section</u>
Palak Chole	Paneer Kadhi	Packed Curd
Aaloo Matar Masala	<u>Dal Section (Any one)</u>	
Lauki Kofta	Dal Makhani	<u>Salad (Any One)</u>
Palak Kofta Curry	Dal Panchrangi	Macoroni Salad
Aaloo Badi Gravy	Dal Channa Masala	Cucumber Salad
Lauki Channa Dal Spicy	Chole Gravy	Green Salad
Kadhi Pakori	Yellow Dal Gravy	<u>Bread Section (Anytwo)</u>
Mattar Musahorrom	Arhar Dal Tarka	Nan
<u>Sweets Section (any one)</u>	<u>Pulao Section (Any one)</u>	Roti
Ice Cream Vanila	Plain rice	Missi Roti
Ice Cream Strarberry	Zeera Pulao	Lacha Prantha
Gulab Jammun	Peas Pulao	
Gazar Ka halwa	Veg. Pulao	
Moong Dal Halwa	Veg. Biryani	

BRAND/QUALITY/MAKEOFMATERIALS

SI.No.	Items	Quality/Brand
	Dairy Products	
1	Milk-Toned, Pouched	100%MilkFood/Mother dairy/Amul
2	Butter	Amul/Mother dairy
3	Cheese Processed	Amul/Britannica/Mother dairy
4	Condensed Milk	MilkMaid/Nestle/Mother Dairy
5	Ice Cream	Mother Dairy/Kwality/walls/Vadilal
6	Packed Curd	Packed Curd-Nestle/Mother Dairy/Amul
	Bakery Products	
1	Bread	Harvest Gold/Britannia/Modern/Perfect
2	Biscuit	Britannia/Parle/Sunfeast/Little Heart/Fifty Fifty/Good day/Bon Bon Chocolate or orange/ Priya Gold/Snax
	Provision and Stores	
1	Atta(Wholegrain)	Good quality Agmark of Aashirwad/ Aahar/ Nature Fresh/ Shakti Bog
2	Basmati Rice	Good quality Basmati Rice (Red Fort, Dawat, India Ga
3	Sugar Cube	Dauralla ore equivalent
4	Low calorie sweetener (Sachet/ Tablet)	Equal/Nature fresh/Sugar Free
5	Tea Bags	Taj Mahal/Tata Tetley/Lipton
6	Coffee	Nestle Classic
7	Jam	Kissan/Top/Hinz/Catch
8	Pickle	Kissan/catch/Panch Ranga
9	Refined Oil (Low fat content)	Gold seal (Lipton)/Postman (Hindustan lever)/Sweekar/Sunflower/Safola
10	Tamato/Chilli/soya sauce	Magi/Kissan/tops
11	Garam /Chat/Chana Masala– Kasturi Methi, table salt, Dhanial/ Chilli Haldi Powder, Pepper etc.	Good Quality MDH/Catch /Agmark MTR–ISI mark
12	Custard Powder	Brown and polson/wakeField
13	Laung, Dal Chini, elaichi and other hot spices etc.	Best quality
14	Pulses– Dals and beans etc.	Best quality
	Fruits and vegetables	
15	Fresh fruits/fresh vegetables or frozen veg.	Fresh and Best Quality–Frozen items of safal/Mother dairy

In case of non-availability of above described brand/(s)– the contractor should obtain prior permission of the officer-in-charge for use of alternate material.

ELIGIBILITY CRITERIA:-

Sl.	Criteria	Documents Required
1	The bidder should have total annual turnover for more than Rs.2 crore in the last three years i.e. 2016-17, 2017-18 and 2018-19.	Turnover Statement for the financial years 2016-17, 2017-18 and 2018-19 be attached duly certified by Chartered Accountant as per Annexure-3. Copy of audited balance sheet and P&L Account be attached for financial years 2016-17, 2017-18 and 2018-19.
2	The Bidder should have handled one similar jobs/services in PSU/Government organization /reputed Private organizations to the tune of Rs.1 crore excluding GST during last 3 years i.e., 2016-2017, 2017-18 and 2018-19. Or The Bidder should have handled two similar jobs/services in PSU/Government organization /reputed Private organizations to the tune of Rs.75 lakhs each excluding GST during last 3 years i.e., 2016-2017, 2017-18 and 2018-19.	Copy of work order may be attached/Certificate from the client may be attached.
3	The Bidder should be registered with FSSAI	Valid Registration Certificate for FSSAI, ESI, EPF and Contract Labour License (Regulation and Abolition) Act, 1970.
4	The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970	
5	The Bidder must be possessing Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970.	
6	The Bidder must be possessing GST Registration Number, PAN Card.	Certified Copy of GST Registration Number, PAN Card.
7	The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of bid, there has not been any work cancelled against them for poor performance.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Bid Document.
8	Should have at least 20 (twenty) manpower in their payroll.	Relevant documents like PF, ESI may be attached.
Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.		

GENERAL CONDITIONS OF CONTRACT

1. GENERAL TERMS AND CONDITIONS

- I. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the EdCIL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by EdCIL at the contractor's risk and cost. In this regard, the decision of the designated officer of EdCIL shall be final and binding on the Contractor.
- II. All work shall be carried out with due regard to the convenience of EdCIL. The orders of the concerned authority shall be strictly observed. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of EdCIL and the guests. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by EdCIL. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- III. The Contractor should be in a position to cater to the tastes of North Indian, south Indian and Chinese dishes, if required.
- IV. The Contractor shall install gas and fuel supply at his own cost.
- V. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the EdCIL's Premises, including Canteen. Any breach of such restrictions will attract deterrent action against the Contractor as per statutory norms.
- VI. The Contractor is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of staff of EdCIL to avail canteen services.
- VII. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with EdCIL. EdCIL shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law.
- VIII. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the EdCIL.

2. PERFORMANCE SECURITY:

- I. Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Bidder shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India** for an amount equal to 10% of the contract value as per the Performa given in this bid on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

- II. Failure of the Successful Bidder to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 90 days after completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 90 days. Performance Security shall be released 21 days after issue of Performance Certificate.
- III. When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

3. DURATION:

Two Years and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of EdCIL from the Date as Specified in the Letter of Acceptance.

4. CONTRACT AGREEMENT and COMMENCEMENT OF WORK:

Within 7 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure-13 of the Bid Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

5. STATUTORY COMPLIANCES:

The Contractor shall;

- (a) Accept full and exclusive liability and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep EdCIL indemnified liability arising in accordance with any labour laws or other Statutory Compliances or due to any other reason. EdCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason.
- (c) If as a result of any claim arising out of any reasons stated in 5 (b) above or due to any negligence on part of the manpower deployed, if EdCIL is made to pay any amount, then EdCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the EdCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (d) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

6. AUTHORISATION AND ATTESTATION:

BIDS shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the BIDS.

7. VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of 180 days from the date of opening of BIDS, and extend further if required from time to time. In case EdCIL (India) Limited (EdCIL), calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Bidders.

8. REJECTION OF BID AND OTHER CONDITIONS:

- I. Financial Bids will be evaluated for all Eligible Bidders who are fulfilling the Eligibility Criteria and other terms and conditions mentioned in the Bid Document. The Contract will be awarded to the Eligible Bidder based on the lowest reasonable quoted rate.
- II. The acceptance of bid will rest with EdCIL (India) Limited which does not bind itself to accept the lowest bid or any bid and reserves full rights to reject any or all the BIDS without assigning any reason whatsoever.
- III. Conditional BIDS, incomplete BIDS or otherwise considered defective and not in accordance with the bid conditions, specifications etc. are liable to be rejected.
- IV. If the Bidder deliberately gives wrong information in his bid, EdCIL reserves the right to reject such bid at any stage or to cancel the contract, if awarded, forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.
- V. Canvassing in any form in connection with the bid is strictly prohibited and the BIDS submitted by the Contractor who resorts to canvassing are liable to be rejected.
- VI. Should a Bidder or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in EdCIL, the authority inviting the bid shall be informed to the fact along with the offer, failing this EdCIL may at its sole discretion reject the bid or cancel the contract and forfeit the Earnest Money/Security Deposit.
- VII. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed.
- VIII. Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
 1. District Industries Centers.
 2. Khadi and Village Industries Commission.
 3. Khadi and Village Industries Board.
 4. Coir Board.

5. National Small Industries Corporation.
6. Directorate of Handicraft and Handloom.
7. Any other body specified by Ministry of MSME, Govt of India.

- IX. The MSEs must also indicate the terminal validity date of their registration.
- X. As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide Letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) Number issued by Ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012, issued by Ministry of MSME. The MSE Bidders shall enclose Documentary Proof for the same.

Failing Clauses mentioned above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME in pursuance of the Public procurement policy on MSE:

- (i) Bid document will be provided free of cost to MSEs in compliance of Clause 11.0 above for the item bided.
- (ii) MSEs in compliance with Clause 11.0 above for the item bided will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

9. INDEMNITY:

- I. The Successful Bidder (Contractor) shall indemnify and hold harmless to EdCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Successful Bidder (Contractor) or 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 including but not limited to any and all claims by the Successful Bidder (Contractor).
- II. In performing the terms and conditions of the contract, the Successful Bidder (Contractor) shall at all times act as an Independent Successful Bidder (Contractor). The contract does not in any way create a relationship of principal and agent between EdCIL and the Successful Bidder (Contractor). The Successful Bidder (Contractor) shall not act or attempt or represent itself as an agent of EdCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Successful Bidder (Contractor) and his hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of EdCIL.

10. FORCE MAJEURE:

- I. For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- II. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

11. RESOLUTION OF DISPUTES AND ARBITRATION:

- I. In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by EdCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- II. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

12. IMPLEMENTATION OF INTEGRITY PACT:

- (a) To improve transparency and fairness in the bidding and contract management, EdCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the EdCIL Officer Incharge in the format enclosed at the Annexure-12.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

SPECIAL CONDITIONS OF ONTRACT

**1.0 RESPONSIBILITY OF SUCCESSFUL BIDDER
(CONTRACTOR)COMPANY/FIRM/AGENCY)**

- 1.1 The contractor shall maintain offices at Delhi/NCR with adequate staff, telephone and e-mail facilities during the currency of contract.
- 1.2 The Contractor shall be directly responsible for all disputes arising between him and his personnel and keep EdCIL indemnified against all losses, damages and claims thereof.
- 1.3 The personnel engaged by the contractor shall be on the duty of the contractor and under no circumstances shall be deemed to be on the duty of EdCIL. EdCIL shall have no relationship of Master and Servant or Principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor. Such staff shall not be entitled to claim any right, privilege or benefit from EdCIL and in the event of any such claim, the contractor undertakes to indemnify EdCIL for any loss or damage, financial or otherwise.
- 1.4 The personnel engaged by the contractor shall be subject to security check by EdCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and concerned officers of EdCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed non-compliance of bid conditions.
- 1.5 Contractor shall in no case lease/transfer/sublet or appoint caretaker for services.
- 1.6 The Contractor shall be responsible for engaging trained/ semi-trained manpower required for providing good canteen services in EdCIL.
- 1.7 The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 1.8 The Contractor prior to the commencement of the operation of canteen shall inform EdCIL about the details of all the staff proposed to be deputed in canteen. Such detail of staff, inter alia, shall include Name, age/ date of birth, photograph, permanent address, police verification report and profile of the health status of the staff.
- 1.9 The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST, Obligation under the contract Labour (R &A) Act, 1970 etc. in force from time to time.

- 1.10 The Contractor shall ensure proper discipline among his/ her workers and further ensure that they do not indulge in any unlawful activity. **Employment of child labour is strictly prohibited under the law.** Therefore, the Contractor will not employ any child and should deploy workers who are above 18 years of age. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to EdCIL's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or behavior of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person immediately under prior intimation to EdCIL. The decision of the EdCIL's designated officer in this regard shall be final and binding on the Contractor. The Contractor shall take all reasonable precautions to see that all the staff deputed by the Canteen contractor while on duty attire themselves in the uniform, Gloves, Head Gear, approved by the EdCIL and are civil, sober and honest in their dealings with the staff of EdCIL. That the Contractor shall depute such persons whose antecedents have been verified.
- 1.11 The Contractor shall keep indemnified and hold harmless EdCIL and its top management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto 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.
- 1.12 Successful Bidder (Contractor) shall ensure complete compliance (in respect of the manpower engaged for EdCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, ESI Act, Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Successful Bidder (Contractor) would undertake to indemnify EdCIL on any cost or liability it may incur on account of such non-compliance.
- 1.13 Wages to the manpower shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labour in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the manpower deployed should be revised accordingly by the Successful Bidder (Contractor).
- 1.14 The Successful Bidder (Contractor) would comply with the statutory requirements; rules and regulations applicable to manpower engaged by him including manpower deployed for EdCIL Duty and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Successful Bidder (Contractor) shall comply with all terms and conditions thereof strictly, and shall keep such registrations, licenses, and approvals and sanctions duly validated and/or renewed from time to time throughout the currency of this Contract.

- 1.15 Successful Bidder (Contractor) shall not terminate the services of manpower deployed for EdCIL unilaterally. In case, any personnel is proposed to be replaced/terminated by the Successful Bidder (Contractor), such action should be taken only with the approval of EdCIL.
- 1.16 No relationship of employer and employee shall be entertained between the EdCIL and the manpower engaged by the Successful Bidder (Contractor).
- 1.17 Successful Bidder (Contractor) alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the EdCIL. The EdCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Successful Bidder (Contractor) for any purpose whatsoever nor would the EdCIL be liable for any claim(s) whatsoever of any person(s) of the Successful Bidder (Contractor) and Successful Bidder (Contractor) shall keep EdCIL totally and completely indemnified against any such claim(s).
- 1.18 The Successful Bidder (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the EdCIL as well as the appropriate authorities at any time.
- 1.19 Notwithstanding anything herein contained, the Successful Bidder (Contractor) will be liable to adequately compensate EdCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Successful Bidder (Contractor) or of any persons deployed by it pursuant to the Contract.
- 1.20 Successful Bidder (Contractor) shall indemnify and keep EdCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the EdCIL on account of and/or arising out of the failure of the Successful Bidder (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.21 The manpower deployed should be in proper Uniform and Identity Cards. The Successful Bidder (Contractor) will provide two sets of Uniform per year to each personnel.
- 1.22 In case, the manpower deployed by the Successful Bidder (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.23 Successful Bidder (Contractor) shall make actual disbursement of wages/salary to the manpower through their Bank accounts. Successful Bidder (Contractor) shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Successful Bidder (Contractor) and the manpower engaged by him.

2.0 OBLIGATION OF EdCIL:

- 2.1 EdCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Successful Bidder (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.
- 2.2 EdCIL reserve the right to take action against on or behalf of contractor as deemed fit for continuation of services smoothly and without interruption.

3. OBLIGATIONS OF THE CONTRACTOR (CONTRACTOR)

- 3.1 The Contractor shall be responsible for engaging trained/ semi-trained manpower required for providing good canteen services in EdCIL.
- 3.2 The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 3.3. The Contractor prior to the commencement of the operation of canteen shall inform EdCIL about the details of all the staff proposed to be deputed in canteen. Such detail of staff, inter alia, shall include Name, age/ date of birth, photograph, permanent address, police verification report and profile of the health status of the staff.
- 3.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST, Obligation under the contract Labour (R &A) Act, 1970 etc. in force from time to time.
- 3.5. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be solely responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the EdCIL by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/ compensate such claims or damages to the EdCIL. As a result of the acts of the Contractor, if the EdCIL is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the EdCIL or the EdCIL reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the EdCIL.
- 3.6. The Contractor shall at all times keep indemnified the Principal Employer, namely, EdCIL, and its officers and designated concerned staff for and against all third agency claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, Employees Provident fund Act, or any other Act/Rules in force from time to time.

- 3.7 The contractor shall provide sufficient sets of Uniforms with name badge fixed with uniform and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- 3.8. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
- 3.9. The EdCIL reserves the right to appoint officers/officials/ committee to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- 3.10. In case of any other items not mentioned in the Scope of Work, Contractor shall get the prices of items approved by the EdCIL and no changes what-so-ever shall be made without prior written approval of the EdCIL.
4. **Compliance of Statutory obligations:** Contractor shall be obligated to comply with whole of the statutory obligations including but not limited to registration under Food Safety and Standards Act, 2006 and regulations there under as applicable from time to time and maintain currency of Licenses at all times during the performance of services pursuant to award of work hereunder.

5. CRITERIA FOR EVALUATION OF BID:

The evaluation of the BIDS will be done on the basis of fulfillment of Eligibility Criteria mentioned in the bid document and other terms and conditions.

6. AWARD OF CONTRACT:

- 6.1. Based on the rates quoted by the Bidders, Lowest Eligible Bidder (L-1) may be awarded the job.
- 6.2. After accepting of the contract if any of the awarded bidder fails to provide required services, the contract is liable to be terminated along with forfeiture of Security Deposit and other consequential action such as blacklisting of the Company/Firm/Agency or as may seem appropriate.

7. PRICE BASIS & LANGUAGE OF BID

The bidder shall quote rates in the Financial Bid online. Rates should be quoted both in figures and words. In case of any discrepancy between figures and words, the rates quoted in words will prevail over rates quoted in figures. All information in the bid shall be in English.

8. SPECIFIC PAYMENT TERMS AND CONDITIONS:

Payment Terms:

- 8.1 Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 7th of every month for the previous month.
- 8.2 GST shall be paid as per applicability based on the documentary proof.
- 8.3 Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- 8.4 Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- 8.5 Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- 8.6 No advance payment shall be made.
- 8.7 The contractor shall provide all the necessary details as required by EdCIL for passing of Bill/Invoice/EPF/ESIC etc.
- 8.8 Deductions shall be made in terms of penalty clause against the bills pertaining to the days of unsatisfactory service and non-fulfillment of contract conditions, as reported by the user. The decision of EdCIL shall be final in this regard.
- 8.9 Deduction towards income tax as applicable under Income Tax Act 1961 shall be made from all payments made to the contractor.
- 8.10 GST shall be paid as per applicability based on the documentary proof.
- 8.11 The contractor shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.
- 8.12 It may be noted by the contractor that bills having cutting and over-writing in Duty Slips/Log Sheets shall not be entertained unless authenticated by the user.

9. TERMINATION OF CONTRACT:

In case the services of the Successful Bidder (Contractor) are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by EdCIL by giving one month notice. In case if corrective action is not taken by the Contractor, EdCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate termination of contract. In case of termination of contract, the Security Deposit shall be forfeited and Performance Bank Guarantee (PBG) shall be en-cashed by the EdCIL.

10. Jurisdiction of Courts:

The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

11. Rights of EdCIL:

EdCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically effecting the core of the contract.

BID DOCUMENT OBTAINING PROCESS AND INSTRUCTIONS FOR E-TENDERING

1. It is mandatory for all Bidders to have Class-II Digital Signature Certified from <http://www.cca.gov.in> of the Licensed Certifying Agencies ('CA') to participate in E-Bidding of EdCIL, in the name of the person who will submit the Online bid and is authorized to do so.
2. To participate in E-Bid, it is mandatory for Bidders to get themselves registered with the Bid wizard (www.edcilindia.co.in) and to have User ID and Password. Bidders have to pay Annual Registration Charges e-payment. Bidders have to pay Bid-Processing Fee to the processing agency through e-payment. Already Registered Bidder need not pay registration charges to the agency.
3. www.edcilindia.co.in is the only website for submission of bid. Detailed guidelines for E-Bidding are available on www.edcilindia.co.in.

Submission of Offer

4. Bid shall be submitted through Online mode only at www.edcilindia.co.in. Bid submitted by any other mode will not be accepted. **EMD should be submitted in a Sealed Envelope super-scribed as "EMD for CANTEEN Services"**
5. All the required documents as mentioned in Check list from S.No.1-13, including Scanned Copy of EMD & Cost of Bid Document shall be uploaded to the E-Bidding web site www.edcilindia.co.in the period of bid submission and the same in physical form (**original**) should also be deposited in the Office of GM(HR&A), EdCIL (India) Limited, EdCIL House, **Plot No. 18A, Sector – 16A, NOIDA – 201301 (UP), INDIA** on or before the last date & time of bid submission, **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
6. The detailed instructions of e-bidding can be read through website www.edcilindia.co.in.
7. The Addendum/Corrigendum, if any; shall be hosted on the website www.edcilindia.co.in only.
8. The bid will be accepted only in e-bidding mode and no other mode of submission shall be accepted.
9. **The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.edcilindia.co.in with the digitally signed copy of bid document.**
10. In case scheduled date is declared as holiday, bid can be uploaded up to 15:00 hrs. on the next working day and will be opened at 15:30 hrs. on that day.
11. Each page of this bid document shall be submitted through Digital Signature of the bid.

12. The **bid** shall be accepted through **Online Mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the bid document will be summarily rejected.
13. Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. EdCIL reserves the right to modify, expand, restrict, scrap, reject and re-float bid without assigning any reasons whatsoever.
14. The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Bid Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Bid Document or find discrepancies/omissions in the bid document issued or require clarification, he shall at once contact the authority inviting the bid for clarification at least seven days before the due date of submission of the bid.
15. Bid Document shall be accompanied by EMD, as applicable, in proper form and all the documents required to be submitted as specified in the Bid Document along with all Addendums and Corrigendum.
16. All Bids shall be submitted in accordance with the instructions contained in the Bid Document (Bid Document). Non-compliance of any of the instructions contained in the Bid Document is liable in Bid being rejected.
17. After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Bid Document, the interpretation of same given by EdCIL shall be considered as final and binding.
18. For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.
19. Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Bid Document. Complete Bid Document along with Addendums, Corrigendum and Documents as specified in the Bid Document, must be submitted through Digital Signature by the Bidder in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Bid Document shall be removed and the set must be submitted as it is.
20. Submission of a bid by a bidder implies that he has read all the bid documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
21. EdCIL reserves all rights to reject any bid including of those BIDS who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of EdCIL in this regard shall be final and binding. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's bid.
22. Bidders may note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such bidder shall be forfeited. The decision of the EdCIL in this regard shall be final and binding.

23. The evaluation of BIDS will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document and other terms and conditions as mentioned in the Bid Document. However, EdCIL reserves the right to seek any clarification from the bidder.

Modification/Substitution/Withdrawal of Bids:

24. The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to 14:30 hrs. on 24th April, 2020 (Last Date & Time for Bid submission termed as Bid Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

25. Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

26. For modification of e-bid, Bidder has to detach its old bid from e-bidding portal and upload/resubmit digitally signed modified bid.

27. For withdrawal of bid, bidder has to click on withdrawal icon at www.edcilindia.co.in. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Bidder cannot re-submit their bid again.

Opening and Evaluation of Bids:

28. E-Bid shall be opened Online at the address given below at the time and date as specified in Notice Inviting Bid in the presence of Bidders or their authorized representatives, if they choose to attend the Online Bid Opening:

Address: Online Opening of Bid

GM(HR&A)
EdCIL (India) Limited (EdCIL)
‘Ed.CIL House’, Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

29. Documents in Physical form in a Sealed Cover may also be dropped in the Bid Box kept at the same address as mentioned above upto 14:30 hrs. of 24th April, 2020. All Sealed Covers containing Documents in the Physical form will also be opened after Online Opening of Bid. On the Top of the Sealed Cover, the following shall be mentioned: “Documents in Physical Form for Bid Ref. No. _____ (Last Date and Time of Bid Submission- Up to 14:30 Hrs of **24th April, 2020**. Date and Time of Bid Opening- **24th April, 2020** at 15:00 Hrs.”

30. For participating in the bid, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.

31. The Authority shall Open Bid Documents received in electronic form Online at 15.00 hours on **24th April, 2020**, in the presence of Bidders or their Authorized Representatives who choose to attend.

Deadline for Submission of Bid

32. Bidder(s) must ensure to complete the bid submission process in time as www.edcilindia.co.in / <http://www.tenderwizard.com/EDCIL> will stop accepting any Online Bid after Bid Closing Due Date & Time (**14:30 Hrs. of 24th April, 2020**).
33. Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.
34. EMD in form of Demand Draft or Banker's Cheque, **shall be scanned and uploaded to the E-Bidding website** within the period of bid submission and the same in physical form (**original**) should also be submitted along with other Documents as per instructions given in Section-3, Instructions to Bidders **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation**. BIDS received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
35. In case of Unsuccessful Bidders, the Earnest Money will be refunded to them without interest after finalization of the Bid as promptly as possible. The Earnest Money of the Successful Bidder shall be converted to Retention Money/Security Deposit when the Successful Bidder has furnished the Performance Security and signed the Contract Agreement.
36. EdCIL (India) Limited (EdCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Bidder if:
 1. Does not execute the Contract Agreement within 30 (thirty) days from the Date of Issue of Letter of Acceptance; or
 2. Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 10% of contract value) as per Annexure-12 of Bid Document, within 15 days of issue of Letter of Acceptance; or
 3. Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 4. Withdraws the offer during the period of validity/extended validity.
 5. When any of the information furnished by the bidder not found true.
37. EMD shall remain valid for 90 days beyond the validity/extended validity of Bid.
38. The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.
39. The Bidder must submit original Power of Attorney of authorized signatory signing the Bid Document as per format given in Annexure-8 or the Xerox copy of Power of Attorney duly attested by Notary Public. In case, Xerox copy is submitted, original power of attorney shall be presented for scrutiny as and when required by the EdCIL.

1. Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.
- 2) 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 website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL> (Provided by M/S KEONICS Ltd).
- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the M/S KEONICS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the M/S KEONICS Portal.
- 4). The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from e-tender portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5). All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- 6). It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.
- 7). To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of <http://www.tenderwizard.com/EDCIL>.to have user ID & Password from M/s KEONICS Ltd.
- 8). **Register your organization on M/s KEONICS E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site for obtaining credentials by paying Annual registration charges Rs.2000 + GST using the e-payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1year.**
- 9). Get your organization's concerned executives trained on M/s KEONICS Ltd. E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site
- 10). Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on M/s KEONICS E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of M/s KEONICS E-tender Site, the fourth instruction is relevant at all times

- 11). Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 12). Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk KEONICS Office for any information regarding E-tendering / training.
 - a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/9686115318/9650520101/8800445981.
 - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS
 - Telephone: 080-49352000/9686115318 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk759@gmail.com, twhelpdesk963@gmail.com

2. 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 2or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA)[refer <http://www.cca.gov.in>].

3. Registration

- a) To use the ElectronicTender[®] portal,vendors need to register on the portal by going on the link provided at EdCIL tender webpage (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 M/S KEONICS 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.
- b) After successful submission of Registration details and Annual Registration Fee, please contact M/S KEONICS Helpdesk(as given below),to get your registration accepted/activated.

4. Important Note:

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

- II. 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 M/S KEONICS 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, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the M/S KEONICS 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 M/S KEONICS 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 Help desk.

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 100dpi with black and white option.

7. SUBMISSION OF BIDS

- I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date)so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be 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 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 another format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- V. The server time (which is displayed on the bidder's dashboard) 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 M/S KEONICS 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 other relevant contact person indicated in the tender.

EdCIL / M/S KEONICS Helpdesk	
Telephone/ Mobile	Customer Support:080-49352000 (Multiple Telephone lines) EmergencyMobileNumbers:9686115318/9650520101/8800445981 (Please contact in case of emergency during non-working hours.)
E-mail ID	M/S KEONICS Ltd. harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com twhelpdesk759@gmail.com twhelpdesk963@gmail.com & cc to: amitk@edcil.co.in mnandeesh@edcil.co.in

9. Offline Submissions: (AS PER TENDER REQUIREMENT)

- a) The bidder is requested to submit all the documents as mentioned in CHEKLIST off line to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.
- b) The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date &time).

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)

- a. M/S KEONICS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’.Tender Opening Officers, as well as, authorized representatives of bidder scan 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.

- b. 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 M/S KEONICS.
- c. 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)'.
- d. M/S KEONICS 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.
- e. M/S KEONICS 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 M/S KEONICS.
- II. Register our organization on M/S KEONICS well in advance of the important deadlines for your first tender on M/S KEONICS 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 with in the Supplier/ Bidder Organization.
- III. Get your organization's concerned executives trained on M/S KEONICS well in advance of your first tender submission deadline on M/S KEONICS Ltd.
 - I. For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No)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 M/S KEONICS (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 a fresh with new Pass-Phrase(s).
- VII. M/S KEONICS will make your bid available for opening during the Online Public Tender Opening Event(TOE) 'ONLYIF' 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 M/S KEONICS, the fourth, fifth, sixth and seventh instructions are always relevant.

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 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 TENDER.

FORMAT FOR COVERING LETTER OF BID/LETTER OF UNDERTAKING
(On Letter Head of Firm/Company/Agency)

To,

GM (HR&A)
EdCIL (India) Limited
Ed.CIL House', Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA

**Sub: Bid for Hiring of CANTEEN Agency for EdCIL Corporate Office,
NOIDA**

Bid Ref. No. EdCIL/Admin/Canteen Services/2020-2021 dated 23rd March, 2020

1. I /We, have read the various terms and conditions of bid attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this bid open for acceptance for a period of 180 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Bid Document for the execution of present contract.

2 I/We are submitting Earnest Money against bid :-

S. No.	Issued by (Name & Branch of the Bank)	Amount (in Rs.)	Demand Draft/ Banke's Cheque No. and Date	Remarks

The EMD shall stand forfeited without prejudice to any other rights or remedies if:

- i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 10% of contract value) as per the Annexure-12 of Bid Document, within 15 days of issue of letter of acceptance; or
 - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - iv) I/We withdraw the offer during the period of validity/extended validity; or
 - v) When any of the information furnished by the bidder not found true.
3. Until a formal agreement is executed, acceptance of this bid shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

4. On account of non-acceptance of award of contract or on account of non-fulfillment of bid conditions on award of contract within the prescribed time, I/We shall be debarred by **EdCIL** for further participation in the future BIDS of EdCIL.
5. I/We certify that quoted rates are inclusive of all (including any statutory levies etc.) excluding GST applicable.
6. I/We are submitting bid for CANTEEN Services for EdCIL Nodia office. The Certificate(s) submitted by me/us in support of Eligibility Criteria given in Clause No.4 (iii), Instructions to the Bidders is submitted with the bid.
7. I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid document for the subject services to the EdCIL.
8. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.
9. We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EDCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.
10. The above document is executed on ___/___/2020 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our Bid/work order shall be liable for rejection.

(Signature of Bidder) In the capacity of _____ Duly authorized to
sign offers for and on behalf of _____

(Name and Address of
Bidder)

(Signature of Witness)

(Name & Address of Witness)

Bid Form**I. Addressed to**

a.	Name of the Bidding Authority	GM(HR&A) EdCIL (India) Limited
b.	Address	GM(HR&A) EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-4514001-02, 4516003, 2512004 - 006
d.	Tele-Fax	0091-120- 2512372

II. Bid Ref. No. EdCIL/Admin/Canteen Services/2020-2021 Dated: 23rd March,2020**III. Other related details:-**

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

- VI We agree to abide by all the conditions mentioned in this Bid Document issued by the Bidding Authority and also the further conditions of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VII) No Advance payment shall be made. Payments shall be made as per payments terms.
- VIII) Bid duly filled and signed is enclosed with this bid form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:
Name:
Designation:
Name of the Bidder: -
Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 3

TURNOVER STATEMENT

**FORMAT FROM CHARTERED ACCOUNTANT FOR FINANCIAL CAPABILITY OF
AGENCY**

S.No	Financial Year	Annual Turnover of bidder
1.	2016-17	
2.	2017-18	
3.	2018-19	

- For Financial Years 2016-17, 2017-18 and 2018-19, Copies of the Audited Balance Sheet may be attached duly Certified by the Chartered Accountant.

Details of Past Experience

S.No	Description of assignment	LOA/Work Order No. and date	Address & Phone no. of Client.	Value of Contract/ work order	Date of commencement	Scheduled Completion date	Actual Completion Date	Reason for delay in execution, if any

**PROFORMA FOR EXPERIENCE CERTIFICATE
(ON THE LETTER HEAD OF THE ISSUING DEPARTMENT)**

M/s..... has provided CANTEEN Services to this Department/Organization.

The details are as under:-

1. Name of work/service :
2. Agreement/contract number :
3. Nature of Service provided :
4. Date of start of Service/work :
5. Date of completion of Service/Work as per contract :
- 6 Actual date of completion of work/Service :
7. Total value of work/Service during the contract period (if completed) :
8. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2016-17, 2017-18 and 2018-19 :
9. Performance of the Contractor_____.

Name

Signature of authorized signatory

Date:

Place:

Technical Bid Form

The Tender will be Two-bid System i.e. Technical Bid and Financial Bid. Financial Bids of those agencies will be opened who qualify in the Technical Parameters.

DETAILS OF INPUTS/ INFORMATION TO BE PROVIDED BY THE BIDDER

S.No.	Items	Information/inputs to be filled by the bidder (If required separate sheets may be enclosed)
1.	Name of Company/ Firm /Agency	
	Address	
	Website	
	Telephone,	
	Fax No.,	
	Mobile No.	
	E-Mail ID.	
	Customer Care Number	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3	Type of Services provided	
4	Name and address of the directors/ proprietor /partners//Executives/Power of Attorney/Holders etc. (Documentary Evidence to be attached)	
5	Year of formation of the company/ experience as a canteen agency	
5.	Nature of business carried by the company	
6.	Branches in other cities in India and contact details	
7.	Any sister concerns and their address	
8	Details of Registration with Government of India	
9.	Banker's name and address (Bank solvency certificate to be attached)	
10.	Total number of employees of the firm	
11.	Contact number in case of emergency	
12.	Income tax return for the last three financial years viz., 2016-17 and 2017-18 and 2018-19	

13.	Total turnover of the agency during last three financial years - 2016-17 and 2017-18 and 2018-19	
14.	Details of Registration with FSSAI and Statutory Authorities:	
	FSSAI	
	PF	
	ESI	
	Labour Contract License No.	
15.	(a) GST/ certificate	
	(b) PAN number	
16.	Change of the firm name at any time. If so, when and reason thereof	
17.	Infrastructure details	
18.	Dispute, if any	
19.	Manpower proposed to be deputed	Manpower: Skilled - Supervisor - 1 Skilled- Cook - 1 Unskilled - Helper/Waiter/Cleaner - 8

Copies of relevant documents are to be enclosed in support of above information.

Undertaking:

I hereby certify that all the information furnished above are true to my knowledge. I have no objection to EdCIL verifying any or all the information furnished in this document with the concerned authorities, if necessary. It is also certified that our agency is not black listed by any organization / department during the last five years. I also certify that, I have understood all the terms and conditions indicated in the bid document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/
stamp

Date:

Place:

FINANCIAL BID

For EdCIL House, 18-A, Sector-16-A, Noida

The Tender will be Two-bid System i.e. Technical Bid and Financial Bid. Financial Bids of those agencies will be opened who qualify in the Technical Parameters.

S. No.	Particulars	Supervisor (Skilled) 1 No	Cook (Skilled) 1 No.	Helper / Waiter/ Cleaner – (Unskilled) 8 Nos	Amount-Rs.	
1.	Basic Wages + VDA as per the Notification issued by Ministry of Labour, Government of India from time to time	NOT TO BE QUOTED				
2.	Statutory components	EdCIL will reimburse Minimum Wages + VDA to the manpower employed at EdCIL as per the Notification issued by Ministry of Labour, Government of India from time to time. EdCIL will also reimburse statutory payments made by the agency viz PF, ESI, Bonus etc on submission of necessary documents.				
	a) PF					
	b) ESI					
	c) Bonus					
3.	Cost towards uniform* - Two pairs of Good Quality and clean summer and two pairs of winter uniform to be given to canteen staff. Summer Uniform includes shirt, trouser shoes with socks. Winter Uniform includes winter shirts, trouser, shoes with socks, sweater etc. (10 Number of manpower to be deployed) However, canteen gears like cooking cap, hand gloves, apron etc are to be provided in all seasons					
4.	Subsidy Amount - Subsidy or Compensation to be quoted on lump-sum basis Subsidy/Compensation comprising of following: <ul style="list-style-type: none"> • Complimentary Tea twice a day for about 175 persons - (Total 350 complimentary tea per day) • Complimentary Soup/Butter milk/Lemon Water once a day for about 175 persons • Breakfast once a day for about 50 persons • Vegetarian Lunch once a day for about 90 persons • Evening snacks once a day for approx 50 persons (Please refer Appendix-I to Appendix-III Menu: Breakfast/Lunch/Snacks etc) and Subsidized Rates to be charged by the Agency from the employees are given at Chapter-4 Scope of Work-Clause-4 Rates for items to be served on regular items.					
	Total (3 plus 4)					

GST will be paid as per Government Notification issued from time to time

*Cost of uniform shall include onetime uniform cost and monthly uniform maintenance charges. The bidder should work out the cost on average monthly basis and the amount so worked out should be indicated in the bid.

Rates for Special Lunch – These rates will not be counted for the purpose of evaluation of L-1 agency

EdCIL organizes approximately 3 functions annually followed by Lunch for about 200 persons. Also organize 15 meetings/conferences annually having 20-50 persons.

1	Special Vegetarian Lunch Rate for meetings/conferences (Per head) (Vegetarian Lunch Comprises of dry subzi, dal, paneer, pulav, papad, salad, good quality sweet/ice cream, chapati ,naan, missi roti etc.)	
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No correction is allowed in the figures and in case of any cutting/tampering in rates, the same will not be considered and summarily rejected.

Name of the Agency with Seal:

Date :

Signature

Place:

Designation

SELF-DECLARATION – NON BLACKLISTING

(Proforma for Affidavit on Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

GM(HR&A)
EdCIL (India) Limited

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

Sir,

In response to the **Bid Ref. Bid Ref. No. EdCIL/Admin/Canteen Services/2020-2021 Dated: 23rd March,2020** for hiring of CANTEEN Agencies I/We hereby declare that presently our Company _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid, 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:

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 OF2020.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney 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.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2020, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid documents No. dated2020 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

2. Commitments of Bidders

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

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

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

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Bid.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

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

5. **EARNEST MONEY DEPOSIT/PERFORMANCE SECURITY**

- 5.1 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Bid above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

- 5.1 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.2 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
- 6.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.4 To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- 6.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- 6.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
- 6.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.

- 6.10 Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.11 The EdCIL will be entitled to take all or any of the actions mentioned above of this Pact and also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.12 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

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

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

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

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

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

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

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

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

8. **FACILITATION OF INVESTIGATION**

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

9. **LAW AND PLACE OF JURISDICTION**

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

10. **OTHER LEGAL ACTIONS**

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

11. **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid Document towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the bid with successful bidder.

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

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

EdCIL (India) Limited
NAME OF THE OFFICER
Designation

Witness

1.

2.

BIDDER
CHIEFEXECUTIVE OFFICER

Witness

1.

2.

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

Format of Bank Guarantee for Performance Security

Name of the Bank: -----

To
EdCIL (India) Ltd**PERFORMANCE GUARANTEE FORMAT**

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "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 Chief General Manager (HR & Admn), EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We,.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

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

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we

..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

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

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.

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

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

FORM OF AGREEMENT

(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)

Name of the work:

This agreement is made on the ---day of ----- between EdCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part. Whereas the Employer is desirous that the work of “Herein after called the “works” and has accepted a Bid by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a) Letter of Acceptance (LOA).
 - b) Notice Inviting Bid.
 - c) Check List for Documents to be submitted.
 - d) Instructions to Bidders.
 - e) General Conditions of Contract.
 - f) Scope of Work.
 - g) Special Conditions of Contract.
 - h) Financial Bid.
 - i) Corrigendum/Addendums if any.
 - j) Successful Tenderer’s Submittal.
 - k) All Bid Forms & Annexure.
 - l) The Bidder’s undertaking.
 - m) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.-----being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

5. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT:

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

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor
Employer Signature of the Authorized Official

For and On Behalf of the
Signature of the
Authorized Official

Name of the Official

Name of the official

Stamp/Seal of the Contractor
Employer SIGNED, SEALED AND DELIVERED
By the Said

Stamp/Seal of the
By the Said

.....Name

.....Name

.....

.....

.

On Behalf of the Contractor in the
Contractor in the

On Behalf of the

Presence of

Presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

Note:

***to be made out by the Employer at the time of finalization of the Form of Agreement**blanks to be filled by the Employer at the time of finalization of the Form of Agreement**

***TO BE DELETED IF NOT APPLICABLE

Declaration for EdCIL

This is to confirm that I, _____(Name of Authorized Person of Company/Firm/Agency), _____ (Designation of this Person) at _____(Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the_____(goods/services) having HSN_____ supplied to the EdCIL (India) Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case__(Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the___ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the EdCIL (India) Limited also.

Signature of the Authorized Person Name of the Authorized Person Designation _____

Name of the Company/Firm/Agency

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

Sl.No.	Subject	Tick Yes/No
1	Earnest Money Deposit (EMD) of requisite amount	
2	Format for covering letter of bid/letter of undertaking	
3	Bid Form	
4	Turnover Statement, duly certified	
5	Details of Past Experience	
6	Experience Certificate as per Proforma	
7	Technical Bid, duly filled in	
8	Financial Bid, duly filled in	
9	Declaration-non-blacklisting	
10	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender	
11	Certified Copy of GST No, PAN Card & Aadhar Card	
12	Certified Copy of Registration as CANTEEN Agency/ Company / Firm/Agency, Partnership Deed /Memorandum and Articles of association of the Company/Firm/Agency	
13	Registration Certificate for FSSAI	
14	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970 & Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970	
15	Details of number of employees in the payroll	

Important Notes:

- i. Documents No. 1 to 14, should be scanned and uploaded at website <http://www.tenderwizard.com/EDCIL> document Library' and after that, attach all above necessary documents in particular tender.
- ii. Bidder must submit document no. 1 in Original i.e. EMD and documents 2 to 14 in Hard Copy (duly signed and stamped by authorized person on each page) and shall be **sealed in one envelope** (mentioning on Top of Envelop as "Bid Document for NIT No.____, Name of Work, Name and Address of Bidder") and addressed to GM(HR&A), EdCIL (India) Limited, Ed.CIL House', Plot No. 18A, Sector – 16A,NOIDA – 201301 (UP), INDIA. Sealed cover containing Documents in Physical form shall be dropped in the Tender Box up to 14:30 hrs of 24th April, **2020** at the Address mentioned in the NIT.