

Tender
Document for
Selection of Partner for Setting up Classroom
Based Digital Assessment System in 200
Kasturba Gandhi Balika Vidyalayas across
Rajasthan
(SINGLE PACKET)

TENDER No: EDCIL/DES/PTT/RAJ/2022-23/01

Date of Issue: 06.03.2023

SECTION-1

Bids are invited from all eligible bidders for Pre-Tender Tie-up with EdCIL for “**Selection of Partner for Setting up Classroom Based Digital Assessment System in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT**” against client’s Tender No: NIB No 41/2022-23 for “**Setting up Classroom Based Digital Assessment in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT and Digital Initiatives Scheme**”.

EdCIL (India) Limited is a Government of India Mini-Ratna Category-I CPSE under Ministry of Education. It is the only CPSE offering project and consultancy management services in all areas of education and human resource development within India and overseas. EdCIL also works on nomination basis for implementing the Digital solutions and providing its services.

EdCIL intends to participate in the client tender Ref No.: NIB No 41/2022-23 for “**Setting up Classroom Based Digital Assessment in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT and Digital Initiatives Scheme**”. This tender is floated for Selection of Partner ready to work in the above project for EdCIL on an exclusive basis.

Submission of Online Bids is mandatory for this TENDER. Prospective bidders need to submit their bids with the most competitive **Techno-commercial single packet offer** for the aforesaid work. Govt. Guidelines/ EdCIL Guidelines if applicable may be followed. TENDER document is available on EdCIL website & Tender Wizard, <http://www.tenderwizard.com/EDCIL>. The important dates are as given below:

1.1 IMPORTANT DATES

Date of Posting of TENDER	06.03.2023
Start Date of downloading/viewing TENDER	06.03.2023
Last date & time for Online submission of Bids	13.03.2023, 10:00 Hrs.
Online Opening of Bid (Single Packet)	13.03.2023, 10:30 Hrs.

Bids shall be submitted on Tender Wizard, <http://www.tenderwizard.com/EDCIL>. Bidders are advised to visit Tender Wizard and/or EDCIL website regularly for updates/amendments, if any.

1.2 ELIGIBILITY CRITERIA

S.No	Specific Requirement	Documents Required
1.	The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/Proprietorship /Partnership Firm.	Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
2.	The bidder shall fulfill the following financial criteria: <ul style="list-style-type: none">➤ Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least Rs 4 Crores.➤ Net worth should be positive as on 31st	CA Certificate and Audited Balance of last 3 FYS i.e. 2019-20, 2020-21, 2021-2022 as per the Section 6.

S.No	Specific Requirement	Documents Required
	<p>March of last Financial Year.</p> <p>➤ The bidder should be in profit before tax (PBT) in at least two out of last three financial years.</p> <p><u>For MSME registered with the concerned authority and Startups registered with DIPP/DPIIT</u></p> <p>➤ Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least Rs 3 Crores.</p>	
3.	<p>Bidder should have the experience of having successfully completed similar works/supplies during the last 3 years from the date of bid submission should be either of the following:</p> <p>For projects with estimated/ expected completion period less than or equal to 1 year.</p> <p>Two similar works each costing not less than Rs 1.8 Crore (INR 1.5 Crore for Startups) in last 3 years.</p> <p style="text-align: center;">OR</p> <p>One similar work costing not less than Rs 2.4 Crores (Rs 2.1 Crores for Startups), in last 3 years.</p> <p>‘Similar work’ implies “Implementation of Projects in IT/ITES sector in India for any Government/Public Sector Undertaking/Government Institution/Private Sector”.</p> <p>One Similar Work means a Single Work/Purchase Order of value as given in this clause above.</p>	<p>Work order/Agreement and completion certificate/Go Live Certificate from client.</p> <p style="text-align: center;">And</p> <p>Bidder needs to furnish details of each project as per Section 7.</p>
4.	The bidder should have a valid PAN and GST Registration	Copy of PAN card and GST Registration certificate
5.	The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this TENDER.	MAF for Laptop and Student Assessment Device as per Section 8.
6.	The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt./PSU as on date of submission of the Bid.	Non-Blacklisting Certificate duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.

S.No	Specific Requirement	Documents Required
7.	The OEM of Assessment solution software should have Work Order of supply of Similar software in minimum 100 Government schools for Govt./ PSU/ Central Ministry/ State Govt in India/Private Sector in last 5 years from the date of bid submission	Work Orders and On-Going Completion Certificates/Go Live certificate to be submitted And OEM needs to furnish details of each project as per Section 7.

Additional Clauses:

- a) The bidder shall submit a land border country registration requirement on their letter-head.
- b) The bidder needs to submit un-priced BOQ along with their technical bid.
- c) Bid by Consortium is not allowed.

1.3 The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this TENDER are genuine.

In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, EDCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future TENDERS/tenders of EDCIL for a period upto 2 years.

1.4 A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this TENDER as well as client's tender (which forms part of this TENDER), duly Signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

1.5 Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.

1.6 **The Client's tender, and Addendums /Corrigendum in Client's Tender: NIB No 41/2022-23 for "Setting up Classroom Based Digital Assessment in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT and Digital Initiatives Scheme" and EDCIL TENDER forms an integral part of this TENDER.**

1.7 BID SECURITY (EARNEST MONEY DEPOSIT)

The Bidder should submit EMD through Demand Draft drawn in favor of "EdCIL (India) Limited" payable at NOIDA/ New Delhi from any Nationalized bank. The Bid sent without Bid fee and EMD would be considered as UNRESPONSIVE and will not be considered.

In case EMD is submitted in the form of BG, the BG should be valid till 45 days after the bid validity date, as per Annexure.

The bidder should enclose EMD of Rs. 12,00,000/- (Rupees Twelve Lakhs only) in the form of Bank Guarantee/ Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.

1.8 TENDER FEES

NIL

Notes for EMD and Tender Fees Exemption:

- a) To avail benefits prescribed in the tender for **Start-up Enterprises**, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- b) Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD.
- c) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- d) If bid security/tender fees is submitted as BG/DD, it should reach
o/o Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 2512006

Within the last date & time stipulated for bid submission in the tender.

- e) The EMD/Bid Security of unsuccessful bidder shall be returned as promptly as possible but not later than 30 days after expiry of the bid validity period.
- f) The EMD/Bid Security may be forfeited if:
 - a. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
 - b. fails or refuses to execute the Contract, if required; or
 - c. The successful bidder fails to submit performance security within the prescribed time. or The proceed of EMD shall be payable to EDCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

1.9 EVALUATION

- a) EDCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. EDCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) EDCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

1.10 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of bid opening of the end clients tender. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, EdCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

1.11 AUTHORIZATION LETTER/ BOARD RESOLUTION:

The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other:

1. Managing director
2. The Chief Executive Officer
3. The manager;
4. The Company Secretary
5. The Whole-time director
6. The Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e tenderportal should be of the authorized signatory.

1.12 MOU/AGREEMENT

Selected bidder will have to sign MoU with EDCIL (as per format enclosed) before EDCIL submits bid to the end client.

Necessary changes/modifications as applicable should be made prior to floating in TENDER/signing the MoU. The relevant MoU format may be made a part of TENDER document, so that it can be signed on selection of vendor at pre-bid stage.

1.13 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that EDCIL may verify authenticity of all the documents/certificate/information submitted by them against the TENDER. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the TENDER/contract conditions, EDCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of EDCIL for a period upto 2 years.

1.14 CLARIFICATION FROM BIDDERS

The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.

1.15 The bidder must ensure that their bid is complete in all respects and conforms to TENDER terms and conditions, TENDER specifications etc. including client specifications, failing which the bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

1.16 EDCIL reserves the right to accept or reject any or all the TENDERS without assigning any reason.

END OF SECTION

SECTION 2

Instructions for e-Tendering

Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of <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> as well as on EdCIL's website.
- 6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EdCIL.
- 7) It is mandatory for the bidders to get their firm/company registered with e-procurement portal of EdCIL, i.e. www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- Bidders are advised to change the password immediately on receipt of activation mail.

- Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
- 8) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
 - 9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
 - 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
 - For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101.
 - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
 - Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com.

PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum/addendum published on the portal 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 be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

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 sole responsible for any delay in uploading of bid within the stipulated time.
- 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 EMD as applicable through demand draft/BG as per tender condition in favour of "EdCIL (India) Ltd" payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- V. The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this

time during bid submission.

- VI. 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.

ASSISTANCE TO BIDDERS

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

Telephone/ Mobile/ E-mail ID	<p>Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <p>a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101.</p> <p>b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.</p> <p>Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email:Id:- harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com & cc to: destenders@edcil.co.in</p>
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MINIMUM REQUIREMENTS AT BIDDER'S END

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

END OF SECTION

SECTION 3

3.1 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Bidders shall submit the following certificate for sourcing products and services in tender

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills all the requirements in this regard and is eligible to be considered against this TENDER. The bidder will not source those products & services whose beneficial owner is from such countries "

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:-
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or

more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "**Controlling ownership interest**" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b) "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent of capital or profits of the partnership**;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.2 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by EDCIL/Employer and the same be sent to the sub-contractor/supplier.
- c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to EDCIL.
- d) Demand notices may be sent to the original sub-contractor/ Supplier from time to time.

3.3 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by EDCIL and set off against any claim of EDCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

3.4 REPEAT/ADD-ON ORDER

- a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.(with due approval of the Board).

3.5 PURCHASERS RIGHT TO VARY QUANTITIES

EDCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

3.6 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months.

Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on

either side.

3.7 ARBITRATION

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, EDCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.

For Public Sector Undertaking / Government Departments: “In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the 1st level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5, and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.”

3.8 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
- It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And/or
 - The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case under taking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

3.9 OFFLINE DOCUMENTS

The Bidder should submit all the bid documents (except Bank Guarantee/DD) online as indicated in the Tender /EOI schedule. The Tender Fees / EMD if paid through online mode), UTR No. is to be provided by bidder in their online bid. Only Bank Guarantee

if required in tender/EOI schedule shall be taken in offline mode. Documents submitted in online mode should be uploaded using DSC of person authorized as per Authorization letter /Board Resolution for signing bid documents.

3.10 **BANNING OF NON-PERFORMING VENDOR**

In case any of the vendor's work/PO/agreement is cancelled/terminated by EDCIL after award, due to non-performance, the vendor may be banned/blacklisted upto 2 years or action as deemed fit may be taken by EDCIL

3.11 **AMENDMENT TO BID DOCUMENTS**

- a) At any time, prior to the date of submission of bids, EDCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments, which shall be available on EDCIL Website and the e-tendering portal.

In order to give required time to the prospective bidders, in which to take the amendments into action in preparing their bid, EDCIL may at its discretion extend the deadline for submission of bid suitably.

3.12 **BID PRICE**

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by EDCIL). Clauses such as "at actual", "extra", "to be given later" etc. shall also be treated as non-responsive & are liable for rejection.

3.13 **MODIFICATION AND WITHDRAWAL OF BIDS**

Bid withdrawal/modification shall not be allowed after end date and time of bid submission. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. Such defaulting vendor is liable to be debarred from participating in future bids for a period of upto 2 years.

3.14 **CLARIFICATION OF BIDS**

During evaluation of bids, EDCIL may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

3.15 **TERMINATION FOR DEFAULT**

EDCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by EDCIL.
- if the supplier fails to perform any other obligation(s) under the contract;
- if the supplier, in either of the above circumstances, does not remedy his failure

within a period of 15 days (or such longer period as EDCIL may authorize in writing) after receipt of the default notice from EDCIL.

- Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

In the event EDCIL terminates the contract in whole or in part pursuant to above clause, EDCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to EDCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

3.16 **TERMINATION FOR INSOLVENCY:**

EDCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to EDCIL.

- 3.17 At any time, in case it comes to the knowledge of EDCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then EDCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.

- 3.18 EDCIL reserves the right to cancel the TENDER at any time without assigning any reason thereof.

3.19 **ADDITIONAL CLAUSES FOR DEBARMENT:**

A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding **two (2) years** if the following code of integrity as per rule 175 of GFRs 2017, is breached:

- 1. prohibition of
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair

- the transparency, fairness and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) ***making false declaration or providing false information*** for participation in a tender process or to secure a contract;
 - 2. disclosure of conflict of interest.
 - 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding **two (2) years** if the following is breached:
- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
 - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case of Joint ventures/Consortium is debarred all partners shall also stand debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

END OF SECTION

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

Note: In case clauses/sub-clauses have any difference mentioned in this TENDER at different places, the conditions mentioned in this section shall prevail. The terms and conditions of this section shall be onback to-back basis based on end client's tender.

4.1 PAYMENT TERMS

1. Payment terms are on back-to-back basis and the payment shall be released to subcontractor/vendor/supplier by EdCIL only if and when received by EDCIL from the client and subject to submission of complete documents and invoices, supporting proof documents for supply & services.
2. Payment shall be made on satisfaction of the client and receipt of funds from client.
3. Sub-contractor/vendor/supplier will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by EDCIL from the client. EDCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the client.
4. The payment terms will be on back-to-back basis as per the end client except advance.
5. All payment shall be made after deduction of applicable penalties (if any) and deduction of taxes(if applicable).

4.2 PERFORMANCE SECURITY

1. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee (PBG) should be issued by a nationalized bank in favor of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.
2. PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.

4.3 PRICE BASIS

Shall be on a back-to-back basis based on the end client's tender. Prices shall be quoted in Indian rupees, and shall be inclusive of GST. The GST/ taxes will be shown separately. TDS deduction shall be made as per the prevailing Govt. Laws /notification. The bidders are requested to quote the price for complete BOQ.

4.4 INSURANCE:

Back-to-back. As per Client Tender.

4.5 DELIVERY / IMPLEMENTATION SCHEDULE:

Back-to-back. As per Client Tender.

4.6 WARRANTY:

Back-to-back. As per Client Tender.

4.7 PERIOD OF CONTRACT:

Back-to-back. As per Client Tender.

4.8 TERMINATION OF CONTRACT:

Back-to-back. As per Client Tender.

4.9 PENALTY:

Back-to-back. As per Client Tender.

4.10 SLA: Back-to-back. As per Client Tender.

4.11 UPTIME: Back-to-back. As per Client Tender.

4.12 LIQUIDATED DAMAGES: Back-to-back. As per Client Tender.

END OF SECTION

SECTION-5

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

The detailed scope can be referred from the client tender document which is an integral part of this TENDER and shall be on back-to-back basis with scope as in client's Tender. The Client Tender is attached with TENDER.

Further Corrigendum in Client Tender, if any, may be downloaded from following website:
<https://eproc.rajasthan.gov.in/nicgep/app>

- a. Bidders may have to give a demonstration of the proposed IT Solution. Bidder may have to submit Proof of Concept/ System Design Document as per the client need.
- b. The bidder has to quote for complete BOQ.
- c. Bidders should provide technical literature, brochures, methodology and project implementation timeline for the Complete Solution along with all the other requisite documents as per End Client's tender in their bid.
- d. Bidder has to submit OEM Authorization (MAF) as per End Client Tender in the name of EDCIL along with their technical bid.
- e. Bidder has to submit technical compliance and datasheets from OEM of all the specifications for all the items.
- f. Bidder should submit unconditional acceptance of NIT conditions of EDCIL TENDER as well as end client tender
- g. Bidder should submit dully signed copies of minutes of meeting and other corrigendum (if any) of EDCIL TENDER as well as end client tender
- h. Bidder has to submit all the documents required and stated in the End Client Tender and EDCIL TENDER.
- i. Bidders who do not submit all the documents which are required as per End Client tender and EDCIL TENDER shall be liable for rejection.

END OF SECTION

SECTION-6

Annual Average Turn Over

Sl. No.	Financial Year	Annual Turn over	Net Worth	Net Profit
1.	2019-20			
2.	2020-21			
3.	2021-22			
Total				
Average				

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

Signature with Seal of the Chartered Accountant

END OF SECTION

SECTION-7

PROJECT EXPERIENCE

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

END OF SECTION

SECTION-8

MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to be filled by OEM}

Date:
NIB No.

To,
State Project Director
Rajasthan Council of School Education,
Jaipur (Rajasthan)

Subject: Issuance of Manufacturer's Authorization Form (MAF); Ref. No.: NIB No.

Sir,
We, _____ (Name and Address of the OEMO) who are established and reputed original equipment manufacturers (OEM's) since 01.04.2018 having factories at _____ (address(s) of manufacturing location) do hereby authorize M/s EdCIL (India) Limited, Plot No. 18A, Sector 16A, Noida who is our System Integrator (Distributor/Channel Partner/Retailer/Others (Please Specify) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following hardware/software manufactured by us: -

(OEM) will mention the details of all proposed product(s) with their make and model.

- We undertake to provide OEM warranty for the offered hardware/Software as mentioned above during the warranty/maintenance period.
- We hereby confirm that the offered hardware/software is not likely to be declared as END of Sale within next 3 Years and End of support in next 3 Years for the date of supply from the date of bid submission.
- We hereby declared that our net worth with in preceding 3 Years is positive (CA Certificate Attached).
- We hereby declared that we are not blacklisted/ debarred within proceeding 5 years from any Central/States/UTs/Undertakings/Bank/Autonomous Body or any other such procuring entity.

If above declaration if found to be incorrect then without prejudice to any other action that may be taken as per the provision soft, he applicable Act and Rules there to prescribed by GoR, my/our/partner's security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Name:
In the capacity of:
Signed
Duly authorized to sign the Authorization for and on behalf of
Tel:
e-mail
Date

END OF SECTION

SECTION-9

UNDERTAKING OF NON BLACKLISTING

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

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

Authorized Signatory

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

END OF SECTION

SECTION-10

CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be filled by the bidder}

To,

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

NIIT No:Dated

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking You,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:_____

Place:_____

END OF SECTION

SECTION-11

BIDDER'S AUTHORIZATION CERTIFICATE

[Kindly refer Client Tender No. **NIB No 41/2022-23, Dated 03-03- 2023** page 63 for setting up Classroom based Digital Assessment System in 200 Kasturba Gandhi Balika Vidhyalaya across Rajasthan under ICT and Digital Initiative schemes]

END OF SECTION

SECTION-12

DECLARATION BY THE BIDDER

[Kindly refer Client Tender No. **NIB No 41/2022-23, Dated 03-03- 2023** page 64 for setting up Classroom based Digital Assessment System in 200 Kasturba Gandhi Balika Vidhyalaya across Rajasthan under ICT and Digital Initiative schemes]

END OF SECTION

SECTION-13

UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS
{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

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

Reference: Dated:

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original, and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ secondhand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed certificate system, we undertake that the same shall be supplied along with the authorized license operating system with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD for this bid or debar/ black list or take suitable action against us.

Authorized Signatory

Name:

Designation:

END OF SECTION

SECTION-14

FINANCIAL BID Submission Sheet

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

Reference: NIB No.: _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/ duties as mentioned in the financial bid (BoQ).

I/We undertake, is our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I/We agree to abide by this bid for a period of ____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

Date:

Authorized Signatory:

Name:

Designation:

END OF SECTION

SECTION-15

PRICE BID

Name of Work: “Setting up Classroom Based Digital Assessment System in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT and Digital Initiatives Scheme”

NIT No: Dated _____

Bidder Name:

PRICE SCHEDULE

S. No.	Item Description	Unit	Unit Rate inclusive of all Levies and Other Charges per location (Excl. GST) in INR for 3 years	GST (%)	Total Unit Rate Inclusive of all GST, Levies and Other Charges in INR for 3 years	Total Project Cost Inclusive of all Taxes, Levies and Other Charges in INR for 3 years
1	2	3	4		5	6 (3x5)
1	“Setting up Classroom Based Digital Assessment System in 200 Kasturba Gandhi Balika Vidyalayas across Rajasthan under ICT and Digital Initiatives Scheme”	200				
Total Project Cost (in words) inclusive of all Taxes, Levies and other charges in INR						

Note: Least quoted Total Project Cost (in words) inclusive of all Taxes, Levies and other charges in INR will be selected as L1 Bidder. No other charges shall be paid extra. The costs quoted above shall be inclusive of all the incidental costs pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.

END OF SECTION

SECTION-16

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

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

Whereas (here in after called "the Bidder") has submitted its Bid dated(Date) in response to the RFP No:..... for “ Name of the Tender” (here in after called "the Bid")

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

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL

during the period of Bid validity:

1. fails or refuses to execute the Agreement form if required; or
2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

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

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

Dated: the Day of for
(indicate the name of bank)

Signature of Banks Authorized official
Witness (Name) _____
Designation with Code No. -----
1. Full Address-----
2.

END OF SECTION

SECTION-17

COMPONENTS OFFERED -BOM

[Kindly refer Client Tender No. **NIB No 41/2022-23, Dated 03-03- 2023** for setting up Classroom based Digital Assessment System in 200 Kasturba Gandhi Balika Vidhyalaya across Rajasthan under ICT and Digital Initiative schemes]

END OF SECTION

SECTION-18

LAND BORDER COUNTRY REGISTRATION REQUIREMENT

[Kindly refer Client Tender No. **NIB No 41/2022-23, Dated 03-03- 2023** for setting up Classroom based Digital Assessment System in 200 Kasturba Gandhi Balika Vidhyalaya across Rajasthan under ICT and Digital Initiative schemes]

END OF SECTION

SECTION-19

TECHNICAL BID SUBMISSION SHEET

[Kindly refer Client Tender No. **NIB No 41/2022-23, Dated 03-03- 2023** for setting up Classroom based Digital Assessment System in 200 Kasturba Gandhi Balika Vidhyalaya across Rajasthan under ICT and Digital Initiative schemes]

END OF SECTION

SECTION-20

LETTER OF UNDERTAKING

(ON THE LETTER HEAD OF THE BIDDER)

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

Sir,

NIB No.

This bears reference to above referred Bid No._____.We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

END OF SECTION

SECTION-21

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.

WHEREAS the EdCIL proposes to procure services towards “___Name of the Tender___”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. “___Name of the Tender___” Dated 2023.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. “___Name of the Tender___” Dated 2023 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, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. **Commitments of Bidders**

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

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

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

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

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

3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS 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

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 5,00,000/- as Earnest Money with the EdCIL.

- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including O&M period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

- 1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 1.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 1.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 1.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 1.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by 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.
- 1.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

2. 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.

3. LAW AND PLACE OF JURISDICTION

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

4. OTHER LEGAL ACTIONS

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

5. VALIDITY

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

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

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

EdCIL (India) Limited
Name of the Officer :
Designation:

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

Witness:

1. _____

2. _____

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

END OF SECTION

SECTION-22

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on ___th day of _____ at New Delhi by and between:

M/s EdCIL (India) Limited, a Company registered under the Indian Companies Act 1956, with its registered office at 5th Floor, Vijaya Building, 17, Barakhambha Road, New Delhi-110001 and corporate office at EdCIL House, 18A, Sector 16A, Noida-201301, hereinafter referred to as “**EdCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

M/s _____ (vendor name), registered under the Indian Companies Act 1956/2013 (whichever is applicable), with its registered office at ____, hereinafter referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“EdCIL” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS EdCIL (India) Limited is a Government of India Mini-Ratna Category-I CPSE under Ministry of Education. It is the only CPSE offering project and consultancy management services in all areas of education and human resource development within India and overseas.

WHEREAS _____ (vendor name) is in the business of _____.

WHEREAS _____ (Client Name) (herein after called “_”) issued TENDER No. _____ dated _____ for ‘_____’, hereinafter referred to as “_ (Client Name) /”Work”/”Project”. _____ tender”.

WHEREAS EdCIL published tender No. ___ dated _____ (hereinafter referred as EdCIL tender) for selection of back-end partner for _____ (Client Name) tender.

AND WHEREAS _____ (Vendor Name) submitted their offer and pursuant to the same was selected by EdCIL as back-end partner for ___ (Client Name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that EdCIL shall act as the bidder for participating in the_(client name) Tender.
2. _____ (vendor name) shall not participate directly in ___ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for_(client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the __ (client name) Tender to EdCIL, EdCIL will enter into a detailed agreement with (vendor name) based on the terms & conditions of this MoU, EdCIL tender and _____ (client name) Tender.

The term of this MoU shall be for ___ months (“Term”) from the date of signing of this MoU (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of EdCIL TENDER & _____ (Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.

4. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality (Client name) required in the _____ Tender/Work/Project.

5. EdCIL and____(vendor name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of (client name) Tender/Work/Project (as per scope of EdCIL TENDER &_(Client name) tender).
6. Expenses towards bid preparation would be borne by the individual Parties viz. EdCIL and_(vendorname) for their respective work. EdCIL will not reimburse any such expenses to__ (vendor name) towards preparation and submission of the bid.
7. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between EdCIL and____ (vendor name), for their respective part/scope of work. However, if (vendor name) fails to fulfill its part of the work to the satisfaction of EdCIL, then EdCIL shall have the right to terminate the contract with _ (vendor name) and get the same executed departmentally or by other agencies at the risk and cost of____(vendor name).
8. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of _ (Client name) Tender/ Works / Projects, the _ (vendor name) understands, agrees and undertakes that:
 - a) ____ (vendor name) participated in EdCIL TENDER and that all terms & conditions of the EdCIL TENDER shall apply to_(vendor name).
 - b) Prices quoted by _____(vendor name) shall remain firm and fixed till the execution of the Tender.
 - c) the payments terms between EdCIL &(vendor name) are on back to back basis and the payment shall be released to (vendor name) by EdCIL only if and when received by EdCIL from _____ (Client name) and subject to submission of complete documents and invoices etc. by it.
 - d) _____(vendor name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by EdCIL from ___(Client name). EdCIL. shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by_____ (Client name).
 - e) the (day) date of delivery of goods and/or rendering of services by the (vendor name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
 - f) if in the instant contract,_(vendor name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of _____

(client name) Tender, the (vendor name) agrees to forgo its rights under this Act and Policy.

- g) __ (vendor name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by __ (vendor name). Further __ (vendor name) hereby agrees that EdCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s).
__ (vendor name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from EdCIL against invoices.
- h) Any deductions by the __ (Client name) towards LD/penalties/contingencies shall be borne by (vendor name) in terms of EdCIL TENDER.
- i) At any given point of time, __ (vendor name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of EdCIL.
- j) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of the _____ (vendor name), EDCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of BG / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
9. EDCIL and __ (vendor name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
10. Any sum of money (including refundable security deposit) due and payable to the _____ (vendor name), under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by EDCIL and set off against any claim of EDCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.
11. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
12. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
13. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and

cooperation.

14. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this MoU shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, EDCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996, as amended from time to time and the venue of the arbitration shall be in New Delhi.

Any party aggrieved with the decision of the committee at the 1st level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5 and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.

15. During its Term, this MOU will be terminated in the event of
- a. Client withdrawing the Tender provided it does not create any financial obligation on EDCIL.
 - b. Tender not awarded to EDCIL
 - c. Mutual agreement between the "Parties"
 - d. As per EDCIL tender
16. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
17. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.
18. TENDER document, technical / financial bid, any further negotiations, all correspondences with or from _____ (vendor name) till TENDER finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

EdCIL (India) Limited
Name of the Officer :
Designation:

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

Witness:
1. _____
2. _____

END OF SECTION

SECTION-23

Name of the Bank: _____

To

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

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chief General Manager EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____

Dt : _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called “the said Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ (₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Ltd.

2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the CGM(DES), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (₹ _____ Only).

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

(B) The payment so made by us under this Performance Guarantee shall be a valid

discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

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

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

- 5 (a) 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 shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

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

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: The Day of For

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No. -----

1 Full Address-----

2.

END OF SECTION

SECTION 24

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

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

I/ We, M/s. _____ declare that:-

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

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

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

Place:

Date: Signature of Bidder Name of Signatory

END OF SECTION

