

## **BID DOCUMENT**

## NATIONAL COMPETITIVE BIDDING

# SELECTION OF SERVICE PROVIDER FOR PROCUREMENT OF TROLLEY TABLE, STEEL ALMIRAH AND MANAGED SERVICE PROVIDER

(TWO PACKET)



EdCIL (India) Limited A Govt. of India Category-I Mini Ratna CPSE EdCIL House, Plot No. 18A, Sector 16A, Noida-201301 (U.P.) India Tel: 0120 – 2512001-006, FAX: 0120-2515372

Reg. Office: 5<sup>th</sup> Floor, Vijaya Building 17, Barakhamba Road, New Delhi-110001

DATED: 25.05.2023

CIN No.: U74899DL1981GOI011882

Tender No.: EdCIL/DES/Furniture and IS Solution/2023/02



#### DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the EdCIL (India) Limited or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by EdCIL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by EdCIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the EdCIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

EdCIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

EdCIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. EdCIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that EdCIL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EdCIL reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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



## Table of Contents

NOTICE INVITING TENDER	4
CHAPTER- I	6
OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS	6
1.1 Offline Submissions:  1.2 Online Submissions:	
CHAPTER-II	8
Term of Reference & Definitions	8
CHAPTER-III	9
Instructions for e-Tendering	9
CHAPTER-IV	12
Instruction to Bidders	12
CHAPTER-V	14
CHAPTER-VI	19
ELIGIBILITY AND BID EVALUATION	19
CHAPTER-VII	23
DELIVERY TIMELINE & PAYMENT TERMS	23
CHAPTER-VIII	24
Payment terms	24
CHAPTER-IX	26
KEY CONTRACT TERMS	26
ANNEXURE-I	33
TECHNICAL COMPLIANCE SHEET	33
ANNEXURE-II	34
DECLARATION SHEET	34
ANNEXURE III	35
LETTER OF UNDERTAKING	35
ANNEXURE IV	36
UNDERTAKING OF NON BLACKLISTING	36
ANNEXURE V	37
FINANCIAL STATEMENT	37
ANNEXURE-VI	38
LIST OF ORDERS COMPLETED DURING LAST 5 YEARS FOR GOVT. ORGANIZATIONS / AUTONOMOUS INSTITUTES IN INDIA	38
ANNEXURE-VIII	39
Power of Attorney	39
ANNEXURE-IX	41
EdCIL/DES/Furniture & IS Solution/2023/02	2



LETTER OF BID SUBMISSION	41
ANNEXURE – X	42
BANK GUARANTEE TOWARDS BID SECURITY (EMD)	42
ANNEXURE XI	44
PERFORMANCE BANK GUARANTE FORMAT	44
ANNEXURE-XII	47
PROFORMA PRE CONTRACT INTEGRITY PACT	47
ANNEXURE XIII	54
MANUFACTURER (OEM) AUTHORIZATION FORM NOT APPLICABLE	54
ANNEXURE XV	
CONTRACT FORM	55
ANNEXURE XVI	57
DELIVERY CERTIFICATE	57
ANNEXURE XVII	58
INSTALLATION CERTIFICATE	58
ANNEXURE XVIII	59
EQUIPMENT SPECIFICATION COMPLIANCE	59
ANNEXURE XIX	60
Pre-Bid Query Format	60
ANNEXURE XX	61



# Notice Inviting Tender (e-Tendering mode)

# EdCIL (INDIA) LIMITED (A Govt. of India Mini Ratna CATEOGRY-I CPSE) SECTOR 16A, NOIDA

Date: 25.05.2023

## N.I.T. No.: EdCIL/DES/Furniture & IS Solution/2023/02

Name of work	Selection of Service provider for Procurement of Trolley Table, Steel Almirah and Managed Service Provider
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	25 <sup>th</sup> May, 2023
Document Download Start Date	25 <sup>th</sup> May, 2023
Bid queries should reach by	$31^{\mathrm{st}}\mathrm{May},2023$
	Pre bid queries received later than the date and time mentioned above shall not be entertained.
	Pre Bid Queries should be mailed to <u>destender@edcil.co.in</u> <u>ninadpatil@edcil.co.in</u> , as per format at annexure XIX
Document Download End Date and Time	9 <sup>th</sup> June, 2023
Last Date and Time for receipts of Bids	$9^{\rm th}$ June, 2023 at 13:00 Hrs In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
Date and Time of Opening of Technical Bids	9 <sup>th</sup> June, 2023 at 15:00 Hrs
Earnest Money Deposit	Rs.2,77,000/- (Rupees Two Lakhs and Seventy Seven Thousand Only) in form of Bank Guarantee from a Nationalized Bank in India/ Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted.  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-X
No. of Covers	01 (Single Packets)
Bid Validity days	180 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	5% of the total work value of the successful bidder. PBG is required to be submitted within 7 days from the date of issue of LOA as per Annexure-XI



Email Address	destenders@edcil.co.in, shivam@edcil.co.in
_	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301

- 1. Tender document shall be downloaded from electronic tender portal link available at <a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a>. Aspiring bidders who have not get registered in online portal should get register/enroll before participating. Interested bidders are advised to go through instructions provided at "Instructions to Bidders for e-tendering."
- 2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the online portal. However, all the credentials mentioned in clause 1.1 should be submitted offline, after submission of online bid
- 3. Bidders are advised to visit the EdCIL Website/<a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a> for getting them updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.

Chief General Manager (DES) EdCIL (India) Limited, 18 A, Sector-16A, Noida-201 301 Tel: 91-120-2512001 to 2512006



## **CHAPTER-I**

## Offline and Online Bid Submission Documents

## 1.1 Offline Submissions:

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope and the hardware equipments to the under mentioned address before the start of Public Online Tender Opening Event.

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

- I. Original copy of the EMD Security in the form of Demand Draft/BG.
- II. Original copy of the power-of-attorney.

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

## 1.2 Online Submissions:

The Online bids (complete in all respect) must be uploaded online in **one** Envelope as explained below: -

Envelope – 1  (Following documents to be provided as single PDF file)  (File Size should be less than 5 mb)					
Sl. No.	Sl. No. Documents Content				
1.		Technical Compliance as per Annexure-I	.PDF		
		Organization Declaration Sheet as per Annexure-II	.PDF		
2.		Letter of Undertaking as per Annexure-III	.PDF		
3.		Undertaking of Non-Blacklisting as per Annexure-IV	.PDF		
4.		Annual Average Turnover as per Annexure-V	.PDF		
5.		List of Orders Completed During Last 5 years for Govt. Organizations / Autonomous Institutes in India as per Annexure VI	.PDF		
6.	Technical Bid	Details of Projects Executed During Last 5 years for Govt. Organizations /Autonomous Institutes in India as per Annexure VII	.PDF		
7.		Power of Attorney as per Annexure VIII	.PDF		
8.		Letter of Bid Submission as per Annexure IX	.PDF		
9.		Earnest Money Deposit as per Annexure X	.PDF		
10.		Performa pre contract integrity pact as per Annexure XII	.PDF		
11.		Manufacturer Authorization Form as per Annexure XIII not Applicable	.PDF		
12.		Tender Checklist as per Annexure XIV	.PDF		
13.		Equipment Compliance as per Annexure- XVIII	.PDF		



1.4		Performa for declaration on proceedings under	.PDF
14.		insolvency and bankruptcy code, 2016 Annexure-XX	
Envelope – 2			
15.	Financial Bid	Price bid sheet as per bid form and Financial Bid Submission Form	.PDF



## **CHAPTER-II**

## Term of Reference & Definitions

Term	Definition			
Supplier	"Supplier" means any company responding to the Design, installation, Commissioning and Maintenance of Virtual Classroom Platforms Solution			
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.			
	Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.			
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.			
Bidder	"Bidder" means any company responding to Request for Proposal and who makes a Bid.			
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned			
Day	"Day" means a working day as per rules of EdCIL.			
EMD	Earnest Money Deposit			
D.D	Demand Draft			
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)			
TC	Tender Committee			
PBG	Performance Bank Guarantee			
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfills the contractual agreement).			
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.			
RFP/Tender	"RFP"/Tender means the Request for Proposals			
Goods and Materials	"Goods and Materials" shall mean the articles, materials, equipment, IT Equipment, supplier's drawings, data and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.			
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.			
Consignee	"Consignee" shall mean EdCIL (India) Limited/ end client.			
EdCIL/	"EdCIL/ Purchaser" shall mean EdCIL (India) Limited.			
Purchaser				

## एडसिल EdCIL Education • Innovation • Transformation

#### **CHAPTER-III**

#### Instructions for e-Tendering

#### 3.1 Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, Ed CIL (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 <a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a>.
- 3) The bidders are required to submit soft copies of their bids electronically on <a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a> 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 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 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 <a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a> 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 eprocurement portal of EDCIL, i.e. <a href="www.tenderwizard.com/EDCIL">www.tenderwizard.com/EDCIL</a> to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-

(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.



- (i) 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.
- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
- (iii) 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 <a href="http://www.tenderwizard.com/EDCIL">http://www.tenderwizard.com/EDCIL</a>, 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.
  - a) For online registration, intended bidders may write us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> 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.
  - c) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:-

<u>harishkumar.kb@etenderwizard.com</u>, <u>ratan.thakur@etenderwizard.com</u>, <u>varu</u> n.b@etenderwizard.com.

## 3.2 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 op tion.

#### 3.3 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.

## 3.4 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/	Vendors Training Program: Vendors are requested to contact at			
-	9 9			
E-mail ID	Tender wizard Helpdesk Office for any information regarding E-			
	tendering / training.			
	a) For online registration, intended bidders may write us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> 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,			
	ratan.thakur@etenderwizard.com, varun.b@etenderwizard.com			
	& cc to: destenders@edcil.co.in			

## 3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit documents as mentioned in the Clause 1.1

## 3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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



## **CHAPTER-IV**

#### **Instruction to Bidders**

#### 4.1 Due date:

The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.

#### 4.2 Preparation of Bids:

The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the financial bid in the given PDF format.

#### 4.3 Language of Proposal:

The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## 4.4 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

## 4.5 <u>EMD</u>:

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-XI

The bidder should enclose EMD of Rs. 2,77,000/- in the form of Bank Guarantee/ Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.

**Note:** Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission.

## 4.6 Refund of EMD:

I. The EMD will be returned to unsuccessful Bidder(s) after the award of the contract to the successful bidder.



- II. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- III. In Case of Successful Bidder, the EMD shall be returned after submission of 10% Performance Bank Guarantee from a nationalised bank operating in India.

## 4.7 <u>Acceptance/ Rejection of bids</u>:

- I. EdCIL reserves the right to reject any or all offers without assigning any reason.
- II. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

## 4.8 <u>Performance Security</u>

- I. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 5% 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.
- II. 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.

#### 4.9 Amendment in Tender Document

At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. The amendment will be notified on EdCIL's website and will be binding.

## एडसिल EdCIL Education • Innovation • Transformation

## **CHAPTER-V**

#### Scope of Work

#### 5.1. Solution Design and Implementation:

- 1. Installation and commissioning of Trolley Table and Steel Almirah for smart classroom in the specified schools on Turnkey basis.
- 2. Supply and installation of internet connectivity (wired or wireless), Ensure minimum 2mbps connectivity at the school for quality streaming for smart class.

#### A. Internet broadband services:

Internet connectivity through portable router of wired connectivity with high speed 4G connectivity.

Feature	Specification Details			
Data plan proposed	Download/ upload up-to 100GB per month.			
Bandwidth	Consistent 4G Internet with download and upload speed			
	up-to 50 Mbps and 25 Mbps			
Support	Dedicated email support centre and Self-Care			

#### B. Steel Almira:

78"x36"x19" having three shelves making four compartments, 22 gauge over all with locking, height of upper shelf should be 24"

## C. Trolly table/Portable table:

To keep and uphold the Smart Classroom IT equipments of minimum 10kg.

## 5.2 <u>Insurance & Transportation</u>

- I. The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance as required for all the equipment till the delivery, installation and commissioning at the respective end client location/school level (whichever applicable).
- II. For delivery of goods at the end clients location, the insurance should be obtained by the Supplier in an amount equal to 110% of the value of the goods from "supplier location to end client location" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance should be valid for a period of not less than 3 months after the completion of installation and commissioning. If orders placed on CIF/CIP basis, the insurance should be up to End Client place
- III. The Supplier should make all arrangements towards safe and complete delivery at End Clients Location. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- IV. The supplier should also take care of transit insurance, comprehensive insurance or any other insurance as required which may have direct bearing on the delivery of the items / equipments at End Clients location.
- V. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to End Clients Location.
- VI. The bidder should ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at End Clients Location.
- VII. The transportation of goods through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant.
- VIII. The supplier will keep EdCIL informed about various stages of deliveries & installation.



IX. All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. A copy of Insurance Certificate should be provided to EdCIL.

## 5.3 Unloading and Unpacking:

Unless specified otherwise in the purchase order, Unloading and storage of the same at the designated place should be undertaken by the successful bidder. The Unpacking of the materials should also be arranged by successful bidder.

## 5.4 <u>Inspection and Tests</u>

- I. The successful Bidder shall facilitate and make available a random 20% sample of each equipment type being supplied by them for a Pre-dispatch Inspection (PDI) by a committee comprising of EdCIL and end client. The PDI will be a key requirement prior to shipment of the equipment. As part of the preparation for PDI, the successful Bidder will provide to EdCIL PDI preparation report.
- II. In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period not exceeding 3 calendar days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL/client will not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated location/end client location.
- III. Additionally, the bidder shall replace the complete lot of equipment belonging to an equipment type, if more than 25% of the sample size for the equipment type are found defective during the PDI. If the lots for two consecutive types of equipment are rejected, the entire shipment of equipment by the manufacturer shall stand rejected and shall have to be replaced by the selected Bidder with a fresh batch of equipment for shipment and related PDI. Any cost impacts of rejection at any stage shall be borne by the Bidder. If the complete shipment is rejected, EdCIL reserves the right to cancel the Purchase Order and levy penalties in addition to the Liquidated Damages. All penalty calculation are explained in detail in SLA.

## 5.5 Delivery of all Equipments:

- I. Delivery, Installation and commissioning of the Trolley Table and Steel Almirah at the school level or the desired location should be made within a maximum of 70 calendar days from the date of placement of purchase order.
- II. The successful bidder to provide absolute supply and Commissioning schedule within 7 days from the receipt of Purchase Order.
- III. Within 24 hours of dispatch, the supplier should notify the EdCIL by cable/ telex/ fax/ e-mail the full details of the shipment.
- IV. Till the EdCIL/end client takes over/ receives the equipment/ items, the supplier should be responsible to keep the same in safe custody and the charges (if any) to be borne by the successful bidder.

## 5.6 <u>Installation and Commissioning of all Equipments:</u>

I. As part of commissioning of the delivered equipment, the selected Bidder shall depute its technically qualified representative(s) to facilitate the conduct of inspection of 100% of the delivered quantity in presence of the EdCIL Official(s) and End Client (s), if required. This



- inspection shall start immediately after delivery of the equipments at the centralized location.
- II. After completion of the inspection, all the equipment shall be repackaged. Rejected equipment if any shall be returned back to the authorized representative of the selected Bidder. The numbers of such rejected equipment shall be struck off from the Delivery Receipt/Acceptance Receipt and from the Invoice claimed by the bidder.
- III. The equipment to be commissioned for a specific school shall be decided by EdCIL and End client. The power supply and internet connectivity for commissioning will be arranged by End Client. Until the equipment are handed over to respective school authorities/end client location, selected bidder will be solely responsible for the security of all the equipment.
- IV. The selected bidder shall carry out for delivery of all the Trolley Table and Steel Almirah for the smart classroom to the school level/end client location/location provided by EdCIL and its subsequent installation in the classrooms.

#### 5.7 Installation & Commissioning and Final Acceptance Sign off from End Client

Against the commissioning of the Trolley Table and Steel Almirah in each school, the selected Bidder shall get a Installation and Commissioning Sign-off receipt from the school. In all likelihood, the Installation and Commissioning Sign-off receipt for a school shall be provided to the selected Bidder on the same day of successful commissioning of the equipment for that school. The damaged/defective equipment, if any shall be taken back by the selected Bidder.

#### 5.8 Warranty Services

- I. The Selected Bidder is required to provide a standard onsite warranty support for a period of 5 years. The warranty would ensure that the goods/ articles would continue to conform to the standards and specifications as prescribed in the RFP for the entire duration of the Contract.
- II. All infrastructure procured by the selected bidder for this Project must adheres to the minimum requirements.
- III. The period of warranty for all equipment shall commence after project commissioning signoff date from the end client.
- IV. In case of offsite warranty, replacement of similar specification IT related hardware shall be provided to the end user.
- V. All infrastructure procured by the Selected Bidder for this Project is ready and functional before commencing any kind of services.

#### 5.9 Post Warranty Support and Maintenance Services

The scope of post warranty support services will include preventive and corrective comprehensive maintenance and cover installation, diagnosis and resolution of hardware faults in response to the reported problems at the designated service centre. The selected bidder will also resolve all the problems detected during routine operational support activities and will ensure that the problems are resolved within the defined SLAs including appropriate replacement and /or replenishment of systems and equipment as and when required.

#### 5.10 Service Level Agreement



	Education • Innovation • Transformation						Transformation	
	Service Level Agreement							
S. No	Service metrics paramete	Baseline	Low performance		Violation of Service Level Agreement		Basis of measure	Remarks
140	rs	Metric	Metric	Deduc tion	Met ric	Deduc tion	ment	
Supp	oly, Transport	tation, Pre & Post	Delivery In	spections	, Install	ation		
1	Material Ready for Pre- Delivery Inspection	30 Days from the Work order	Up to One week after the due date	Rs 0	More than done wee k after the due date	o.50% of the contract value per every week, upto Max of 10 %	Readines s letter for pre- delivery Inspectio n by the supplier.	If the materials are available in LOTs, the penaltywill be calculated for balance equipment only.
2	Supply and installation in the respective Schools	<b>40 Days</b> from the Issue of Release Order	Up to One week after the Due Date	0.25 % of the Contra ct Value	Mor e than one wee k after the due date	o.50% of the contract value per every week, upto Max of 10 %	Submissi on of Installati on reports	The deduction shall be made per School basis.
3	Resolution to the Complain raised bythe School		To be resolve d within3 days from the datethe complain is raised	Rs. 0	Mor e than 3 days	0.50% of the contract value per every week, upto Max of 10 %	Submission of report of complain raised through tickets and resolution provided	

## 5.11 <u>Technology Advancement</u>

According to the technology advancement successful L1 bidder has to provide upgraded product without any extra cost to meet the technology advancement of the market.

## 5.12 Manuals and Drawings

a. Before the goods and equipment are taken over by the EdCIL, the Supplier should supply operation and maintenance manuals. These should be in such details as will enable the EdCIL to operate, maintain, adjust and repair all parts of the works as stated in the specifications.



- b. The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract.
- c. Unless and otherwise agreed, the goods equipment should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the EdCIL.

#### 5.13 <u>Indemnity</u>

- I. The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
  - a) Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team in connection with or incidental to this Agreement; or
  - b) A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder's Team.
- II. The indemnity shall be to the extent of 100% in favor of EdCIL.

#### 5.14 Price Review:

According to the market scenario the price would be reviewed for exploring downward revision and reasonability of the rates as per the normal trend in electronics industry on year-to-year basis.

## 5.15 <u>Documentations to be produced by the successful bidder during project:</u>

- I. Original Delivery certificate issued by the client with sign and stamp for acknowledgement of delivery.
- II. Original installation and commissioning certificate issued by the client with sign and stamp for acknowledgement of installation and commissioning.
- III. Warranty Certificate in original of all the items supplied to client.
- IV. Bidder is required to provide the school/studio wise coloured photographs and videos of 1-minute duration (in soft copy) of every school when the product is installed within 30 days from the date of commissioning of the project. The video must capture the functionality of the device(s) in presence of any official/teacher.
- V. Work Completion certificate duly signed and stamped by client
- VI. Insurance certificate, if required

## एडसिल EdCIL

## **CHAPTER-VI**

## **Eligibility and Bid Evaluation**

## 6.1 Bid Evaluation Process

Evaluation will be based on the bidder meeting the eligibility criteria, Scoring minimum 70 marks in Technical evaluation and subsequently evaluation of financial bid. It is mandatory for the bidder to fulfil all the eligibility criteria to be qualified for technical evaluation.

## 6.2 Eligibility Criteria

S. No.	Basic	Specific Requirement	Documentary Evidence		
1.	Requirement Legal Entity	The BIDDER cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law; or ii) Limited Liability Partnership, Act 2008 or equivalent law applicable in any State of India.	1. Copy of Certificate of Registration/ incorporation 2. Permanent Account Number (PAN) 3. Goods and Services Tax Identification Number (GSTIN)		
2.	Operational Presence in India	BIDDER should be in operation in India for the last seven financial years preceding bid due date in Education domain. For the purpose, bidder should produce work order from Government sector	Copy of work order/s or, experience/completion certificate/client certificate for any project in India or, Any other supporting document issued by the Government entity supporting the operational presence of the BIDDER		
3.	Turnover (In India)	The BIDDER should have an average annual turnover of at least Rs.250 Crores during the last three financial years (2019-20, 2020-21 & 2021-22)	a. Certificate from the Statutory Auditor or Chartered Accountant on Turn Over and Positive Net worth		
4.	Positive Net Worth (In India)	Bidder should have positive networth in last three financial year (2019- 20, 2020-21 & 2021-22).	b. Audited Balance Sheets and Profit & Loss statement		
5.	Manpower Capacity	The BIDDER should have a minimum strength of 100 employees on role in India preceding bid due date	A valid Certificate issued on the BIDDER's letter head and signed by Company's HR / Company Secretary/ Authorized Signatory of the BIDDER		
6	Insolvency / Bankruptcy	The BIDDER must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding bid due date	A Self Declaration on the Letter head of the BIDDER regarding BIDDER Company not being bankrupt or in process of being declared insolvent/bankrupt		
7	Blacklisting	The BIDDER should not have	Self-Declaration notarized on		



		been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, preceding	non-judicial Rs. 100 Stamp paper for not being blacklisted (Refer to Annexure 8)
8	Project experience	a) The Bidder should have experience of deployment of Furniture's with cumulative order quantity not less than 1000 govt/govt Schools with any center/state Government/ PSU/Govt Educational Institutes in	a) Copy of Work Order/ PO/ Contract/Agreement/ Experience and completion certificate from the client
		last 5 years preceding to due date. c) Bidder should have experience of deployment of IT/ICT solution in 5000 govt/Govt aided school cumulatively in Last five years. d) Bidder should have experience of AMC solution for IT/ICT solution in minimum 1000 govt/govt aided schools in last three years	Copy of Work Order/ PO/ Contract/ Agreement and/ or Completion / Experience certificate from the client Copy of Work Order/ PO/ Contract/ Agreement and/ or Completion / Experience certificate from the client

- Documents must be provided in support of the following otherwise bids will be summarily rejected.
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- The Technical bid will be evaluated by evaluation committee set-up by EDCIL.

## Technical Evaluation:

S. No.	Criteria	Marks Allocation	Max. Marks	Supporting document required
1.	Existence and Experience of bidder— Bidder should be reputed organization/ firm in India for at least 7 years as of 31st Mar 2022	Bidder with less than 7 years of existence; i.e  More than 7 years and less than 10 years will get 10 marks,  More than 10 years and less than 15 years will get 15 marks, Firms more than =&> 15 years will get 25 marks.	25	Incorporation certificate to be submitted
2.	Financial stability of the bidder:	Average annual turnover for last three years > 150Cr and <200Cr -10Marks Average annual turnover for last three years >200Cr and <300Cr- 15marks More than 300 Cr - 25 marks	25	CA Certificate and audited balance sheets for last three years
3.	Experience: The bidder should	Bidder with Cumulative numbers	25 marks	Copy of work order/ MoU/



have provided IT/ICT solution in Government / PSU/ Govt Educational Institute in India in last 7 years preceding bid due date	More than 5000 and less than 7000–10 marks More than 7000 and less than $8000-15$ marks More than $8000-25$ marks		completion certificate
4. Bidder's capability for Teacher Training—	Bidder with maximum number of teacher trained in last five years i.e. after 1st April 2018, will get maximum marks. Other bidder would get relative marks (Pro-Rata Basis)— For example, bidder with experience of training 1000 teacher will get maximum marks 25. Other bidder with 500 teachers will get=(500/1000)×25=12.5 marks	25	Copy of Work order/ completion certificate

The Technical Evaluation will be conducted based on the relevant support documents submitted by the Bidders.

• The bidder who scores minimum 70 marks in the technical evaluation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

#### **Evaluation of financial bids**:

The Financial bid of only those bidders who are found technically eligible shall be opened. The financial bids shall be opened in the presence of representative of technically eligible bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.

- Financial bids will be inspected to ensure their conformity to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

## 1) Final Proposal shall be given scoring as below:

**1.1**Normalization factor (N1) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N1 = T/Th$$

Where:

N1 = Normalization factor for calculation of Technical score.

T = Technical Marks obtained by the bidder under consideration as per marking scheme

Th = Highest Technical Score obtained by any bidder

**1.2**Normalized technical score for the Bidder under consideration will be calculated using the following relation:



Tn = (N1)\*(Weightage of the Technical Score i.e. 70)

Where

Tn = Normalized technical score for the Bidder under consideration

**1.3**Normalization factor (N2) to obtain the Normalized Financial Score of the other bidders shall be calculated as below:

N2 = FL/F

Where:

N2 = Normalization factor for calculation of Financial score. F = the quoted price of Financial Proposal under consideration

FL = the price of lowest priced Financial Proposal

**1.4**Normalized financial score for the Bidder under consideration will be calculated using the following relation:

Fn = (N2)\*(Weightage of the Financial Score i.e. 30)

Where

Fn = Normalized Financial score for the Bidder under consideration

## 2) Combined Quality and Cost Based Selection (QCBS) Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (Tn), and Financial proposals (Fn) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = Normalized Technical Score (Tn) + Normalized Financial Score (Fn)

Bidder with highest Combined Score shall be declared selected Bidder.

In the event of two or more Bidders/organizations with the same final score, the Bidder with more marks in technical evaluation shall be ranked higher i.e. will be given preference.



## Chapter-VII

## Delivery Timeline & Payment terms

## 1. Duration & Timeline

Bidder shall make all the arrangements for the timely delivery and installation of equipment for successful completion of project. No other incidental/TA/DA/any other such expenditure shall be paid by EdCIL.

S.No.	Milestone	Timeline (In Calendar Days)
1.	Acceptance of LOA	T+3
2.	Bank Guarantee Submission and	T+7
	contract agreement execution	
3.	Pre-Delivery Inspection of 20 % of the	T+10
	total quantity of order	
4.		T+40
		(40 Days from date issue of works/
		purchase order to the Bidder
	Delivery of Steel Almirah and Trolley	(Considering global semiconductor
	Table to the schools	supply issues, Purchaser may
		approve staggered deliveries in
		multiples of 500 schools at its own
		discretion.))
5.	Installation and commissioning of	T+70
	Steel Almirah and Trolley Table and	(30 Days from date of Delivery of
	provisioning of Internet	Equipment)
6.	provisioning of internet	Equipment)
0.	Operation and Maintenance of AMC (Steel Almirah and Trolley Table) along with Internet connectivity and support services	5 years from the date of go-live of the project. (Approval and availability of fund)

Note:- \* Here 'T' Indicates the date of LOA.

EdCIL reserves the right to change the timelines as per the requirement of the client. The milestones and timelines can be minimized as per the requirements of the individual projects/end client at the time of award of work order.

Delivery of the services with the performance in line with the requirements shall be made by the bidder in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the contract, the bidder should encounter conditions impending timely delivery of the Goods and performance of Services, the bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practical after receipt of the bidder's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the bidder's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.



## **Chapter-VIII**

## Payment terms

## 1. Payment Term

S.No	Milestone	Payment % of the Contract Value
1.	Payment shall be released after Satisfactory Pre-Delivery Inspection of equipments by PDI Committee and successful delivery of all hardware items at school level.	40%
	Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.	
	The bidder should submit the following documents to the EdCIL for the payment:	
	<ul> <li>Original Tax invoice showing contract number, goods description, quantity unit price, total amount.</li> <li>Delivery report duly signed and stamped from authorized official of end client as per term and conditions mentioned in the RFP.</li> <li>Copy of Insurance Certificate.</li> </ul>	
2.	Payment shall be released after successful installation & commissioning, training to end users and handing over of all hardware items at school level.	50%
	The bidder should submit the following documents to the EdCIL for the payment:	
	<ul> <li>Installation and Commissioning report duly signed and stamped from end client.</li> <li>Manufacturer's/ Supplier's warranty certificate.</li> <li>Work completion certificate duly signed and stamped by authorized official of end client.</li> </ul>	
3.	AMC charges:  The payment shall be released at the end of every year.	To be paid annually (Based on Approval and availability of fund)

#### Note

- Payments will be done only on the back to back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document.
- Warranty start will be reckoned from the date of commissioning as approved by the end client. Part payment can be made against commissioning in accordance to the progress of the project.

## 2. Performance Security/Performance Bank Guarantee

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee shall be issued by a nationalised bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of O&M



period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.



## Chapter-IX

#### **Key Contract Terms**

#### 1. Arbitration

- All disputes or differences, whatsoever, arising between the parties out of or relating to the
  interpretation, meaning and operation or effect of this contract or the breach thereof, shall be
  resolved through mutual consultation and negotiation.
- Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Delhi. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the supplier / party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto. Arbitration cost will be borne jointly by both the parties to the Contract.

## 2. Non-Disclosure

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

## 3. Risk Purchase Clause

In event of failure of supply of the item/equipment within the stipulated delivery schedule, the EdCIL has all the right to purchase the item/equipment from the other source on the total risk and cost of the supplier under risk purchase clause.

#### 3. Compensation

In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses ("Charges") as specified in Commercial. All amounts payable to BIDDER are exclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. Payment stages are available at Chapter-VIII

## 4. Representations and Warranties

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its



incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. As set forth in this clause, bidder makes no warranties to EdCIL India Limited, expressed or implied, with respect to any services or deliverables provide hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by bidder.

## 5. Limitation of Liability

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve-month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge EdCIL India Limited for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

#### 6. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party. (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

#### 7. Force Majeure



The selected Bidder should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- I. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the EdCIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- II. If a Force Majeure situation arises, the bidder should promptly notify the EdCIL in writing of such conditions and the cause thereof. Unless otherwise directed by the EdCIL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 8. Prices

- I. The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- II. The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.
- III. The price quoted should be inclusive of 5 years on site comprehensive warranty including basic training and demonstration to the end client.

## 9. Notices

For the purpose of all notices, the following should be the address:

Chief General Manager (DES) EdCIL (India) Limited, 18 A, Sector-16A, Noida-201301, Uttar Pradesh Tel: 91-120-2512001 to 2512006

**Supplier:** (To be filled in by the supplier)

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or e-mail and confirmed in writing from the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

## 10. Resolution of Disputes

The dispute resolution mechanism to be applied pursuant should be as follows:

I. Any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.



- II. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- III. The venue of the arbitration should be the place from where the order is issued.

#### 11. Supplier Integrity

The selected bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

## 12. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

## 13. Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction. The place of jurisdiction would be New Delhi (Delhi) INDIA.

## 14. Right to Use Defective Goods

- I. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, EdCIL should have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the EdCIL's operation.
- II. Replacement of Goods broken, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the suppliers should replace the same free of cost. However, EdCIL may recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.
- III. Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods should be returned to the supplier at their own cost and risk.

#### 15. Taxes

Selected Bidder should be entirely responsible for all taxes, duties, road permits, etc., incurred until delivery of the contracted Goods/Services. EdCIL shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

## 16. <u>Defective Equipment</u>

- I. If any of the equipment supplied by the Bidder is found to be substandard, refurbished, unmerchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Bidder with 18% interest if payments for such equipment have already been made.
- **II.** All damaged or unapproved goods should be returned at suppliers' cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part



in equipment, if found before installation and/or during warranty period, should be replaced on receipt of the intimation from EdCIL/end client at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL (INDIA) LTD may consider "Banning" the supplier.

## 17. Termination for Default

The EdCIL should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- I. If the Supplier fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or
- **II.** If the Supplier fails to perform any other obligation(s) under the Contract.
- **III.** If the Supplier, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- **IV.** For the purpose of this Clause:
  - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
  - In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

## 18. Tender Conditions with Implementation of Insolvency and Bankruptcy Code, 2016 (IBC)

- a) It will be the responsibility of the bidder to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- b) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.
- c) EdCIL reserves the right to cancel/terminate the contract without any liability on the part of EdCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- d) EdCIL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- e) A declaration / undertaking shall be submitted by the bidder in the Format (as per ANNEXURE-XX) along with techno commercial bid.

Guide lines for Evaluation & Short closure:



- a) After opening of price bid but before award, if a bidder(s) is(are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).
- b) During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) is initiated against a contractor and EdCIL shall have the right to short close the contract.

## 19. Disputes and Jurisdiction

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

#### 20. Compliance certificate

This certificate must be provided on their letter head indicating conformity to the technical specifications.

## 21. Award of Contract

- I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- II. EdCIL has the right to review at any time prior to award of contract that the prequalification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the eligibility criteria, are no longer met by the Bidder whose offer has been determined as first rank.

## 22. User List

Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items have been supplied must be provided.

#### 23. Product Life

The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 5 years including warranty period. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.

In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

## 24. Acknowledgement

It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

#### 25. Price Information

Price information shall not be there in Technical Bid.



## 26. Rates in Figures and Words

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

#### 27. Fall Clause

The Bidder undertakes that the rates quoted by him in the financial bid for each item is not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.



## **ANNEXURE-I**

## **Technical Compliance Sheet**

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder Name:	
Designation:	
Organization Name:	
Contact No.:	
Seal of the Company:	



## ANNEXURE-II

## << Organization Letter Head >> <u>DECLARATION SHEET</u>

We, hereby co	ertify that all the information
and data furnished by our organization with regard to this ter	
complete to the best of our knowledge. I have gone through the	
stipulations in details and agree to comply with the requirements	
	1
We further certified that our organization meets all the condition	a of oligibility opitopia laid down
in this tender document. Moreover, we will support on regular	
updates and extend support for the warranty.	basis with technology / product
updates and extend support for the warranty.	
We, further specifically certify that our organization has not	NAME & ADDRESS of the
been Black Listed/ De Listed or put to any Holiday by any	VENDOR/
Institutional Agency/ Govt. Department/ Public Sector	MANUFACTURER/ AGENT
Undertaking in the last three years.	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of EMD)	
8. UTR No. (For EMD)	
9. Kindly provide bank details of the bidder in the following	
format:	
a) Name of the Bank	
b) Account Number	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	
	1
	(Signature of the Tenderer) Name:
	Seal of the Company



## **ANNEXURE III**

## Letter of undertaking (ON THE LETTER HEAD OF THE BIDDER)

То

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

Sir,

SUBJECT- Selection of Service provider for Procurement of Trolley Table, Steel Almirah and Managed Service Provider

This bears reference to EdCIL Bid No. **EdCIL/DES/Furniture & IS Solution/2023/02** Dated ........ 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) the information provided by us is found wrong, our bid/ work	
Thanking you,	
Yours faithfully,	
	Name of the Bidder
	Authorized Signatory
	Seal of the Organization

Date:

Place:



#### **ANNEXURE IV**

#### 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).



## ANNEXURE V

### Financial Statement

Sl. No.	Financial Year	Annual Turn over	Net Worth	Net Profit
1.	2017-18			
2.	2018-19			
3.	2019-20			
4.	2020-21			
5.	2021-22			
Total				
Average of FY 2019-20, 2020- 21 and 2021-22				

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

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder



# **ANNEXURE-VI**

# <u>List of Orders Completed During Last 5 years for Govt. Organizations / Autonomous Institutes in India</u>

Bid No.:

Date of opening of Bid:

Time:

Name of the Firm:

S.No	Name of Client	Name of the Project and brief description	Value (Exc Tax)	Date of award	Date of Completion	Current Status and duration of maintenanc e period for ongoing project	Name of Contact Person and other details
1.							
2.							
3.							
4.							
5.							
6.							
7							
8							

	Signature of Bidder
	(Signature with seal)
Name:	
Designation:	
Organization Name:	
Contact No.:	



# ANNEXURE-VIII

# Power of Attorney

Know all men by these presents, we
(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <pre><pre>project</pre> title&gt; for the <name client="" of="" the="">project, proposed to be developed by the</name></pre>
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
[IN WITNESS WHEREOF WETHE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS DAY OF 2020.
For (Name and registered address of client)
(Signature, name, designation, and address)
Witness:
1. (Signature, name and address)
2. (Signature, name and address)
Notarized



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

#### Notes:

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



#### ANNEXURE-IX

#### LETTER OF BID SUBMISSION

To Chief General Manager (DES), EdCIL (India) Limited, EdCIL House, 18A, Sector- 16A, NOIDA- 201 301 (U.P)

SUBJECT- Selection of Service provider for Procurement of Trolley Table, Steel Almirah and Managed Service Provider

#### -Submission of Bid -

7	•		
٠.	1	r	

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

- 1. I/We hereby certify that all the statements made and information supplied in the enclosed form \_\_\_\_\_ and accompanying statements are true and correct.
- 2. I / we certify that we have not changed/altered any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.
- 3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.
- 5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S.No.	Name of Work	Certificate From

- 6. Earnest Money Deposit amounting to Rs.2,77,000 in the form of DD/Pay Order No. -------dated ------ issued by ------ Bank is submitted.
- 7. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable

Enclosures:

Date of Submission



# ANNEXURE - X

# 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
KNOW ALL MEN by these presents that We
The conditions of these obligations are:
<ol> <li>If the Bidder withdraws its Bid during the period of Bid validity or</li> <li>If the Bidder, having been notified of the acceptance of its Bid by EdCIL</li> </ol>
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.



Annexure X
Name of the Bank:
То
Chief General Manager (DES) EdCIL (India) Limited EdCIL House, 18 A, Sector-16 A NOIDA – 201301 (U.P.)
PERFORMANCE BANK GUARANTE FORMAT
In consideration of the Chief General Manager EdCIL acting through
<ol> <li>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) or demand by the EdCIL (India) Ltd.</li> </ol>
2. We
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.	shall re the sai (India)	emain in full fo id agreement a	orce and effect du and that it shall by virtue of the s	ank) to further agree that uring the period that would continue to be enforceab aid agreement have been	d be taken for the per le till all the dues of	formance of the EdCIL
	that th	e terms and co	onditions of the s	gning authority) on behalf aid agreement have been arges this guarantee.		_
5	thi in ear giv	s guarantee wi writing by the clier and no cla	ill remain in force EdCIL (India) Lt aim shall be vali IL (India) Ltd wi	contrary contained herei e and effect until such time d or until (date of validity d under this guarantee u thin validity/ extended pe	e as this guarantee is y/ extended validity) v nless notice in writin	s discharged whichever is ag thereof is
	und bef on per	dertakes to rea fore the expiry being called up riod extended	new this guarant of the period or oon to do so by th on demand, we	(indicate the name tee or to extend the period the extended period of the e EdCIL (India) Ltd. If the (indicate the name of guarantee on demand a	d of guarantee form ye guarantee, as the ce guarantee is not remame of the Bank) sh	year to year ase shall be lewed or the
6.	EdCIL manne from ti by the conditi such vathe par for by	(India) Ltd shor out of obligations of the said ariation, or extra of the EdCII any such mar	all have the fulle tions hereunder to to postpone for a Ltd against the agreement and tension being grad L (India) Ltd or a	Bank ) further agree with est liberty without our conto vary any of the terms any time or from time to the said Agency and to forbeat we shall not be relieved fronted to the said Agency forny indulgence by the EdC eatsoever under the law ability.	sent and without effernd conditions of the same any to the powers or or enforce any of the com our liability by reany bearance act or IL (India) Ltd to the	cting in any aid contract exercisable e terms and eason of any omission on said Agency
7.	_		not be discharge	ed by any change in the	constitution of the I	Bank or the
8.	Agency We, except	(indi		the Bank) lastly underta e EdCIL (India) Ltd in wri		s guarantee
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					
		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.	



#### ANNEXURE-XII

#### 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 "Selection of Service provider for Procurement of Trolley Table, Steel Almirah and Managed Service Provider".
For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. <b>EdCIL/DES/Furniture &amp; IS Solution/2023/02</b> Dated
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. EdCIL/DES/Furniture & IS Solution/2023/02 dated .......2020 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 TRANGRESSION**

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. 2,77,000/-as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favor of EdCIL (India) Limited.
- 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

- 7.1 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 be 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. <u>LAW AND PLACE OF JURISDICTION</u>

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

#### 4. <u>OTHER LEGAL ACTIONS</u>

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. EdCIL/DES/Furniture & IS Solution/2023/02 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	t	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)



### **Annexure XIII**

# Manufacturer (OEM) Authorization Form not Applicable

	No	dated
То		
Chief General Manage EdCIL (India) Limited EdCIL House, 18 A, Se NOIDA – 201301 (U.P	ector-16 A	
Dear Sir:		
Bid No		
We		who are established and reputed manufacturer of
having factories at	(a	(name and description of goods offered) ddress of factory) with factory registration no.
Agent) to submit a bid above bid.	reby authorize M , and sign the con	I/s (Name and address of tract with you for the goods manufactured by us against the
goods and services off certify that we shall contract period includ	ered for supply by support vendor w ing the period of	per the required terms and conditions of Contracts, for the y the above firm against this Invitation for Bid. We further with all related spares and maintenance during the entire warranty and AMC and we also declare that the product of life till the contract period.
Yours faithfully,		
(Name):		
(Name of manufacture	rs):	
		on the letterhead of the manufacturer or OEM and should be g the power of attorney to legally bind the manufacturer.



# Annexure XV

# Contract Form

THIS AGREEMENT made the day of 2020 between EdCIL(Hereinafter called "the Purchaser") of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:							
(Brief those §	WHEREAS the Purchase is desirous that certain Goods and ancillary services viz						
NOW '	THIS AGREEMENT WITNESSET	H AS FOLLOWS:					
1. 2.	In this Agreement words and expassigned to them in the Condition The following documents shall be Agreement, viz.,	s of Contract referred	to.	_	_		
	<ul><li>[a] The Price Schedule submitted by the Bidder;</li><li>[b] The Schedule of Requirements;</li><li>[c] The Terms &amp; Conditions</li><li>[d] The EdCIL's Notification of Award/ Purchase Order</li></ul>						
<ul><li>3.</li><li>4.</li></ul>	mentioned, the Supplier hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.						
Brief punder:	particulars of the goods and service	s, which shall be supp	lied/ provi	ded by the	Supplier, are as		
	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms		
TOTA	L VALUE:						
DELIVERY SCHEDULE:							
IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.							
	Signed, Sealed and Delivered by the said (For the EdCIL)						
in the presence of							



Signed, Sealed and Delivered by the					
said	(For the Supplier)				
	11				
in the presence of					



#### Annexure XVI

# $\frac{FORM - A}{DELIVERY CERTIFICATE}$

The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the Equipment/Items. It is certified and acknowledged that the same have been received at this Institution in good condition.

Sl. No.	Address	School Name	Description of Equipment	Serial No of Device	Make	Model	Quantity
1							

Please make appropriate column, as per requirement.

The items as per details given below was/were received in damaged conditions and therefore are not acceptable. This damaged goods / equipment have been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

#### Details of the Goods/Equipment received in objectionable condition

Sl. No.	Address	School Name	Description of Equipment	Serial No of Device	Make	Model	Quantity
1							

Signature of Supplier or its representative	
Name:	_
Designation:	
Date:	
Rubber Seal:	
Signature of School Representative	
Name:	
Designation:	
Date:	
Rubber Seal:	



### **Annexure XVII**

# INSTALLATION CERTIFICATE

1. The following goods/equipment, supplied by the Supplier at this school have been successfully installed and commissioned by the Supplier.

Sl. No.	Address	School Name	Description of Equipment	Serial No of Device	Make	Model	Quantity
1							
			_				

Note: In case of need, a fresh form on these lines shall be prepared & issued by EdCII.

1	Serial Number of devices has to be recorded in the certificate.
2.	The Supplier has fulfilled his contractual obligations related to supply & installation of the Virtual Classroom Solution
	OR
3.	The Supplier has not fulfilled his contractual obligation with regard to following.
	(Mention here deviation, if any, related to successful installation.)
	•
	•
Rem	arks:
_	ture of Supplier or its representative
	nation:
Date:	
Rubb	er Seal:
Signa	ture of School Representative
	e:
Desig	rnation:
Date:	
Rubb	er Seal:



#### **Annexure XVIII**

#### **Equipment Specification Compliance**

#### COMPLIANCE STATEMENT FORM

a) Bidders shall respond to basic sections of this tender clause by clause/Clauses, using a compliance summary statement, the sample format of which is given below. This shall be in sequential order, the same as is given in this specification.

S.No.	Technical specification of each line	Compliance	Description
	items as per Scope of work	statement	
		Put Comply or	Explain how the offered
		not comply	good is complaint or not
			compliant with the
			requirement of the technical
			specification attached (if the
			bidder does not mention
			justification for compliance,
			it might be considered as
			non-compliant)

- b) If no compliance is stated for a clause, the good will be assumed not to comply with that particular specification item, contract and standard commercial terms and Conditions
- c) For purpose of compliance verification, a document and page number cross-reference should be given (where applicable) in the reference column of the compliance summary statement.
- d) The supplier may include other relevant documentation by indicating a page number of document. It is mandatory to include detailed technical documentation, covering specification and quality performance of goods to be offered.
- e) Any clause marked with "comply" in the bidders' compliance summary statement is binding on the successful bidder to supply goods that meet the requirements of that clause. This shall apply for the lifetime of any awarded contract.



### **Annexure XIX**

# Pre-Bid Query Format

Pre-bid queries should be submitted in .XLS format.

RFP Descr	ription			
	•			
RFP No.				
Organization				
Address				
Contact Pe	erson			
Contact No				
Mail Id				
S.No.	Section	Page No.	Clause as per RFP	Clarification Sought
	No.		_	



#### Annexure XX

# 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



#### Instructions to Bidders

**1.** Financial Bid shall be submitted with full price details.

Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part I – Technical bid.

Financial Bid Standard Form-1 shall be used for the preparation of the price quote according to the instructions provided.

- **2.** The bid shall be evaluated on total Price as shown in financial bid.
- **3.** The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract.
- 4. The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
- 5. The financial bid form-1 along with financial bid submission form should be filled in all respect and uploaded in .PDF format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.



### FINANCIAL BID SUBMISSION FORM

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

Dated://2023
Dear Sir,
We, the undersigned, offer to provide "Selection of Service provider for Procurement of Trolley Table, Steel Almirah and Managed Service Provider" in accordance with your request for proposal dated//2023.
Our attached Financial Bid for solution-I is for the amount of [Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}].  Our attached Financial Bid for solution-II is for the amount of [Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}].
Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.
We remain,
Yours sincerely,
Authorized Signature {In full and initials}: Name and Title of Signatory: In the capacity of: Address: E-mail:



#### FORM-1 FINANCIAL BID

Sl. No	Description	Unit Price (A) (In INR)	Quantity (X)	Tax (%)	Tax Amount (B)	Total (Incl. Tax) ((=A+B) x X) (In INR)
1.	Steel Almirah (CAPEX)		500			
2.	AMC of Steel Almirah for Year 1		500			
3.	AMC of Steel Almirah for Year 2		500			
4.	AMC of Steel Almirah for Year 3		500			
5.	AMC of Steel Almirah for Year 4		500			
6.	AMC of Steel Almirah for Year 5		500			
7.	Trolley Table (CAPEX)		500			
8.	AMC of Trolley Table for Year 1		500			
9.	AMC of Trolley Table for Year 2		500			
10.	AMC of Trolley Table for Year 3		500			
11.	AMC of Trolley Table for Year 4		500			
12.	AMC of Trolley Table for Year 5		500			
13.	Managed Services for Year 1		500			
14.	Managed Services for Year 2		500			
15.	Managed Services for Year 3		500			
16.	Managed Services for Year 4		500			
17.	Managed Services for Year 5		500			
	TOTAL PRO					

TOTAL	PROJECT	COST (Incl.	Taxes) (In words):	
-------	---------	-------------	--------------------	--

#### Note:

- Any discount or change in the price should be included in the price quoted above.
- The bidder shall quote the price including all duties as applicable. GST shall be paid extra as per applicable rates. All other incidentals including travel, stay etc would be included in the price quoted above. EdCIL shall only make payment towards the GST charged in the invoice. other than that no other taxes/duties/charges will be paid.
- The costs quoted above shall be inclusive of cost pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.
- If there is any discrepancy in price quoted in figures and words, the price quoted in words shall be considered for evaluation.
- The above prices should be inclusive of delivery, installation, and commissioning. No extra charges shall be paid for the same.