

**Limited Tender
for the selection of agency for
Supply, Installation, Commissioning and Operation of Low
Frequency Jammers
in Examination Centers across India during the
Conduct of Examinations**

NIT No- EdCIL/OTAS/JAMMER/2026/01

Date: 12/08/2026



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DISCLAIMER

The information contained in this Limited Tender or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this limited tender and such other terms and conditions subject to which such information is provided.

This limited tender is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this limited tender is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this limited tender. This limited tender includes statements, which reflect various assumptions and assessments made by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all people, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this limited tender. 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 limited tender and obtain independent advice from appropriate sources.

Information provided in this limited tender 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, 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 limited tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the limited tender and any assessment, assumption, statement or information contained therein or deemed to form part of this limited tender or arising in any way for participation in this BID Stage.

The Authority 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 limited tender. The Authority 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 limited tender.

The issue of this limited tender does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority

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 the Authority, 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 the Authority 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.

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CHAPTER-1

TERM OF REFERENCE & DEFINITONS

Service Provider/ Supplier/Contractor	Successful Bidder
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 One Packets, Technical 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 Bharat Electronics Limited (BEL)/Electronics Corporation of India Limited (ECIL) responding to Limited Tender and Participating in the Bid.
Contract	"The Contract" means the Legally enforceable contract/agreement entered into between EdCIL and the selected Bidder(s) in terms of clauses mentioned
NIT	Notice Inviting Tender
Gol	Government of India
MoE	Ministry of Education
CVC	Central Vigilance Commission
LoA	Letter of Award
SoW	Scope of Work
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 Govt. of India Undertaking)
TC	Tender Committee

PBG/ Security Deposit (SD)	Performance Bank Guarantee/ Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the Bidder fulfils 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. A service is the intangible equivalent of an economic good.
Deployment	Implementation, Maintenance and Support
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (Bidder) under a purchase order or contract of sale; also called buyer. EdCIL in this Bid document.
Order	“Order” shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean EdCIL (India) Limited.
Client	EdCIL

CHAPTER-2

LIMITED TENDER

EdCIL intends to invite bids (two packet system) against this limited Tender from the authorized service providers duly approved by Cabinet Secretariat (Security), Government of India for Supply, installation, Commissioning and Operation of Low-Powered Cell Phone Jammers on Rental Basis during the conduct of 'Computer Based Tests/ Examinations' on All India basis. The need is to prevent high tech copying/ mass cheating through CDMA/GSM/2G/3G/4G/5G/Wi-Fi/Bluetooth/Electronic Devices/Spy Cameras and associated accessories during the conduct of 'Computer based tests/ examinations'.

The Important details and respective timelines are mentioned hereunder:

1.	Name of work	Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer Based Tests/ Examinations.
2.	Authorized Officer for Clarifications	Chief General Manager (OTAS)
3.	Availability of e-Tender Document	Tender document will be available on websites from 12/08/2026 to 01/09/2026. Tender document may be downloaded from EdCIL website http://www.edcilindia.co.in/Etenders , Central Public Procurement Portal site https://eprocure.gov.in/eprocure/app and Tender Wizard.
4.	Estimated Volume of work during contract period (one year)	Approx. 40 Lakh candidates
5.	Date of Issue	12/08/2026
6.	Bid queries should reach by	Pre-bid queries should be sent to ugaikwad@edcil.co.in by 19/08/2026. The pre-bid queries received beyond the stipulated date shall not be entertained.
7.	Last Date and Time for receipts of Bids	01/09/2026 upto 1.00 PM 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.
8.	Date and Time of Opening of Bids	01/09/2026 at 3.00 PM

Limited Tender for the selection of agency for Supply, Installation, Commissioning and Operation of Low Frequency Jammers

9.	Place for opening of the bid	EdCIL (India) Limited EdCIL House, Plot no. 18-A, Sector-16-A Noida - 201301 (Uttar Pradesh)
10.	Bid document Fee	NIL
11.	Earnest Money Deposit	BID Security-Declaration as per Annexure – 15. The bids without BID Security-Declaration shall be summarily rejected.
12.	No. of Covers	02 Packets
13.	Bid Validity days	180 days from date of opening of tender
14.	Performance Bank Guarantee (PBG)	(a) 3% of each year's estimated project value. (b) The Performance Guarantee shall be kept valid upto a period of 90 days beyond the completion of the contract period. (c) PBG to be made in favour of EdCIL (India) Limited
15.	Contract Duration	02 years (extendable to 02 more years on a yearly basis based on the bidder's satisfactory performance and EdCIL's internal requirement) (2+1+1 Years)

Note:

(1) **This is a rate contract.**

(2) The figure at items no.4 is estimated only for projection per annum based on past business for supply and installation of jammers for CBTs conducted by EdCIL.

(3) The figure based on the business placed with EdCIL may vary as per market demand.

(4) In the event of the previous year's projection number being exceeded, price will be renegotiated for possible downward revision at the end of each completed contract year for the succeeding year. However, no minimum commitment is made by EdCIL on this account.

CHAPTER – 3

Introduction

3.1 About EdCIL

EdCIL (India) Limited, is a “Mini Ratna Category-I” Central Public Sector Enterprise under the administrative control of the Ministry of Education, Government of India. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas.

Clients of EdCIL include most State and Central Govt. Departments including MOE, Central/State PSUs, and Autonomous bodies, including IITs, IIMs, IIITs, Intelligence Bureau, Indian Army, Indian Airforce, Central Reserve Police Force, CISF, BSF, ITBP, Assam Rifles, CEPTAM, etc.

3.2 Vision

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

3.3 Service Spectrum

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

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

i) Online Testing and Assessment Services (OTAS)

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offer online recruitment solutions in 2015 to bring in higher transparency and efficiency.

This is the biggest vertical of EdCIL, which has received an overwhelming market response. The clients include Central and State Govts, PSUs and Autonomous bodies, etc. The vertical organizes online recruitment tests across multiple segments of recruitment covering varied sectors of the economy. The company presently also executes an online test project for a client in an overseas location.

Being a PSU targeted towards meeting educational needs, the company focuses on organizing online examinations for the recruitment of teachers & principals as a specialized service. The Company also has the aspiration to address online admissions/assessment requirements of different educational institutions, Central/State

PSUs, Autonomous Bodies, and Government Departments including Defense and Para Military Forces.

ii) Educational Infrastructure Services (EIS)

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

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

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

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

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

iv) Digital Education Services (DES)

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

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

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation

- Virtual Classrooms
- Smart Campuses
- Online Admission System
- Computer labs

v) Advisory Services:

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

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization Restructuring (Sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Designing of Training
- Impact Assessment (ICT/other schemes)
- Designing new education schemes
- Education content Design

vi) Overseas Education Services (OES):

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

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

The following services are specifically offered:

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

vii) TSG (Technical Support Group):

This is EdCIL's project management and logistical support vertical (also known as Technical Support Group –TSG) to extend operational support to MOE in implementing several Mega Pan-India projects. The services include:

- Logistical support to various large MOE schemes (e.g. Samagra Shiksha, PM Poshan, MERITE, PMMMNTT)
- Outsourcing of Consultants/Support Staffs etc.
- Event Management Support
- Procurement Services

CHAPTER – 4

SCOPE of WORK

4.1 Objective

The OTAS Vertical of EdCIL focuses on conducting Computer Based Test (online examinations/assessment) for recruitment of employees for various Central/ State Govt. as well as PSUs and Autonomous Bodies. In last ten (10) years, it has successfully conducted the online assessment of more than 4 Crores candidates PAN India at approximately 654 examination centers in 164 cities for various clients.

During the conduct of Online examination/assessment, there are certain misconducts by the candidate such as high-tech copying/ cheating and it is evident that the candidates seek to gain an unfair advantage in examination using various ICT technology for high tech cheating through electronic devices/ gadgets such as spy camera, smart watch, smart calculators etc.

EdCIL through this limited tender, invites the comprehensive (Techno-Financial) proposal from the authorized Service Provider(s), eligible and approved in accordance to the procurement rules of Jammers of Cabinet Secretariat (Security), Government of India for Supply, Installation, Commissioning and operation of Low Powered Jammers on Rental Basis at Examination Centers during the conduct of 'Computer based tests/ examinations' to avoid any high-tech cheating/ mass copying through CDMA/GSM/2G/3G/4G/5G/Wi-Fi/Bluetooth Devices, any other electronics devices or Spy Camera etc. in all the classrooms/labs of an examination center. The jammers may need to be deployed in different examination centers across India on rental basis.

4.2 Detailed Scope of Work:

The scope of work shall comprise of following activities:

- a) Supply, installation, commissioning and operation of required number of Low-Powered Cell Phone Jammers to prevent any high-tech copying/ mass cheating through CDMA/GSM/2G/3G/4G/5G/Wi-Fi/Bluetooth Devices, any other electronic devices or Spy Camera etc.
- b) The bidder shall deploy low powered/ classroom jammers approved by Cabinet Secretariat as per Jammer Guidelines – 2025 (updated as on 29.12.2025) confirming to Room Cell Phone Jammer (with 5G and Wi-Fi).
- c) The jammers should be delivered one day prior to the date of examination. The jammers should be installed and functional before the commencement of examination to ensure uninterrupted proper functioning of jammers during the course of examination till completion at the respective examination center.
- d) Optimum numbers of jammers are to be deployed by agency at an examination centre, keeping in view issues relating to interference with public mobile/communication networks.

- e) The agency should ensure the deployment of required manpower to install and provide uninterrupted operation of jammers at examination centers on All India basis on the total number of candidates assigned to each examination centre.
- f) The jammer service should be uninterrupted during the conduct of examination and at any point of time should not be affected by any technical fault/ power failure. Successful Bidder shall be obliged to provide onsite technical assistance at every examination center in terms of manpower including a technician and electrician.
- g) The services of the service provider may be required in any part of India, including North-Eastern States, Andaman & Nicobar Islands, and all Union Territories.
- h) The Bidder shall ensure upgradation of jammer service to include additional spectrum or technologies during contract at no extra cost, the Bidder will have to ensure blockage of required bandwidth/signals without fail.
- i) Jammer service should cover exam rooms, toilets and bathrooms within the center.
- j) The Bidder shall ensure that there is no shortage of jammers for jamming the unwanted signals in any examination centers during the examination center. Extra jammers (minimum 10% buffer jammers) in centers would be kept available in case of emergency.
- k) If the examination is conducted in multiple shifts in a day at a centre, the jammer will have to be installed for the entire day, and their performance will have to be ensured during all shifts.
- l) The bidder has to provide completion certificate regarding frequencies jammed during each examination.
- m) Operating the jammers would be the responsibility of the bidder. The bidder has to ensure the functioning and effectiveness of the equipment and that no tampering is done by any local/foreign element at the examination centre.
- n) The bidder will be responsible for safe upkeep of the jammers and will also ensure that the jammer technology keeps pace with changing times.
- o) The completion certificate shall be submitted along with each invoice.

CHAPTER- 5

INSTRUCTIONS TO BIDDERS

5.1 Bid Security/Earnest Money Deposit (EMD)

5.1.1 The Bidder should submit EMD with technical bid through bid security declaration as per the format provided in the tender document.

5.1.2 The bid submitted without EMD shall be summarily rejected.

5.2 The Earnest Money Deposit shall be forfeited:

5.2.1 If the Bidder withdraws, modifies, or alters its bid during the period of bid validity specified in the tender document or any subsequent extension thereof.

5.2.2 If the successful Bidder fails to sign the contract agreement or furnish the required Performance Security within the stipulated period as specified in this tender document/LOA.

5.2.3 If the Bidder is found to have suppressed facts, furnished fraudulent or misleading information, or engaged in any form of misconduct, unethical, or dishonest activity in relation to this tender document process.

5.2.4 If the Bidder attempts to influence the bid evaluation or selection process by any means, directly or indirectly.

5.2.5 If the Bidder quotes zero or abnormally low prices that are inconsistent with prevailing market rates, thereby rendering the bid non-serious or non-competitive.

5.3 Assistance to Bidders

Any queries related to the bid document and the terms and conditions contained therein should be addressed to the bid issuing officer for the bid or the relevant contact person.

5.4 Cost of the bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, if so desired. EdCIL, in any case, will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5 Content of the limited tender

The Bidder is expected to examine all sections of this limited tender document carefully and must furnish all required information in the submitted bid, failure of which may result in rejection of the bid.

5.6 Acceptance of offer

EdCIL reserves the right to accept any bid under this bid in full or in part, or to reject any bid or all bids without assigning any reason.

5.7 Documents comprising the bid

The bid prepared by Bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid Securing Declaration form
- iii) Certificate of Incorporation
- iv) PAN No. and GST Registration Certificate
- v) Self-Declaration for Non-blacklisting
- vi) Pre-contract integrity Pact
- vii) Approval letter from Cabinet Secretariat (Security), GoI for supply & installation of Jammers
- viii) Power of Attorney/Letter of Authorization for signing the Bid Document on behalf of bidder.
- ix) Remaining documents as mentioned against pre-qualification and technical qualification criteria.

B. Financial Bid comprises the following:

- i) Financial Bid as per Annexure-14

5.8 Bid Prices

- a) The Bidder shall quote the prices in INR in the prescribed proforma (Financial Bid) for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- b) The Bidder shall carry out all the necessary tasks and shall prepare the comprehensive technical and financial bid completed in all aspects in accordance to the requirement of the limited tender.
- c) EdCIL (India) Limited will not be responsible for any loss/damages of any equipment installed at the examination centers and bidder will be fully responsible for safety and security of its equipment's/infrastructure & manpower during the deployment/functional.
- d) Price quoted must be firm throughout the period during the currency of contract and shall not be subjected to any upward variation/revision, on any account whatsoever.
- e) The rate to be quoted shall include all the charges including transportation, loading, unloading, installation, commissioning, etc. whatsoever excluding GST. GST shall be paid extra as per the rates notified by Government of India from time to time.

5.9 Authorized Signatory

- a) Each page of the bid document should be signed by the authorized representative of the Bidder.
- b) The certificate of authority (Power of attorney) and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

5.10 Period of Validity of Bid

Bids shall remain valid for the period of 90 days after the date of opening of bid. A bid valid for a shorter period may be rejected by EdCIL as non-responsive. In exceptional circumstances, EdCIL may solicit the Bidder's consent in writing for an extension of the period of bid validity.

5.11 Opening of Bids

EdCIL will open Bids as per schedule. In the event of the specified date of Bid opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

5.12 Financial Evaluation

Bidder quoting lowest rate (L-1) will be empaneled. Negotiations may, however, be undertaken only with the lowest bidder (L-1 bidder) when the rates are considered to be much higher than the prevailing market rates.

5.13 Clarification on bid

A prospective Bidder requiring any clarification on bid document may submit queries to the issuing officer in the following format so as to receive before the date of pre-bid meeting:

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

EdCIL will provide clarification on queries of the bid document received not later than the dates prescribed in the schedule for notice inviting tender and are not obliged to send individual replies to the Bidders. Bidders are advised to see the clarifications/ amendments given by EdCIL on the website during the bid process.

5.14 Pre-bid meeting

The Bidder or his official representative is advised to attend a pre-bid meeting virtually as per the date mentioned in the tender document. The purpose of this meeting will be to clarify issues and to answer all queries/ questions on the subject that may be raised in the pre bid meeting. In respect of clarifications sought, the following shall apply:

a)EdCIL reserves the right not to consider any condition which is found unacceptable.

b)If in EdCIL's opinion, certain conditions are acceptable, as a whole or in part, the same shall be finalized by EdCIL and the accepted conditions will be incorporated and shall be issued on the website as addendum to this limited tender.

5.15 Bidders are advised to visit the EdCIL Web site to get them updated for information on this tender. Any Corrigendum/addendum/reply to pre-bid queries shall be displayed on EdCIL website and Bidders are advised to visit the webpage regularly to update themselves. The pre-bid queries, Corrigendum/addendum are the part of this limited tender documents and bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the limited tender document.

CHAPTER- 6

Eligibility Criteria

6.1 Pre-Qualification Criteria

The minimum pre-qualification criteria for the Bidders to be eligible for this limited tender process is specified below (Table-A). Bidder have to submit the supporting documents as required against each criterion in the technical bid failing which the bid will be rejected summarily and would not be considered for further evaluation.

Table - A

S.No.	Pre-Qualification Criteria	Documentary evidence to be submitted
1.	The Bidder must be a company registered under the Indian Company Act 1956/2013 for the last three years as on 31.12.2026.	Certificate of incorporation/ registration
1.	The Bidder shall be a registered company in India with valid GST Registration and PAN number allotted by the respective authorities	GST Registration Certificate and PAN number
3.	The Bidder should neither have been Debarred and / or blacklisted by any Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it as on the last date for submission of the bid. The Bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only)	Non-judicial stamp paper of value Rs. 100/- as per Annexure-3.
4.	The agency should be certified and approved for supply & installation of jammers by Cabinet Secretariat (Security), Govt of India. (Any renewal of such certificate shall be the sole responsibility of the successful Bidder without any recourse to EdCIL in any manner whatsoever)	Copy of Certificate
5.	The Bidder must have implemented/provided the jammer services in a CBT project having minimum 100 Cities in single exam across India between 01.04.2023 to 31.03.2026.	Copy of the Work Order
6.	The Bidder should have completed minimum three jobs of supply, installation and commissioning of Low Frequency Jammers for PAN India examination conducted by Government examination bodies/PSUs with minimum 1 Lakh candidate in each examination during the period 01.04.2023 to 31.03.2026.	Copy of the Work Orders

6.2 Technical Criteria/Compliance:

The jammers provided by agency for installation at examination centres on rental basis during the conduct of examination shall comply with the technical specification as approved by Cabinet Secretariat. A copy of the technical specifications and the model of jammer proposed to be deployed by the bidder to be submitted alongwith the technical bid.

CHAPTER – 7

KEY- CONTRACT TERMS

7.1 Contract Documents

The successful Bidder has to sign agreement within 15 days of receipt of LOA on non-judicial stamp paper and all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

In case the Bidder fails to execute the Agreement within 15 days from issue of LOA, EdCIL shall have the rights to rescind the bid after forfeiting of EMD.

7.2 Contract Period

The Contract shall be valid for a minimum period of two (02) years from the date of issue of Letter of Award subject to the satisfactory services from the selected Bidder for successive projects.

The contract is extendable for another period of 2 years on yearly basis subject to satisfactory performance of the bidder and requirement of EdCIL.

7.3 Language

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

7.4 Notices

- a. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch.
- b. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7.5 Applicable Law

- a) The Contract shall be interpreted in accordance with the laws of the Union of India and of the Delhi Government.

b) Governing Law and Choice of Forum:

- The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
- Any suit/legal action filed by any third party on account of the services provided by the Bidder against any item related/pertaining to this project shall be settled by the Bidder at his own cost. EdCIL will NOT be a party to the same.

7.6 Deliverables

The Bidder whose bid is accepted shall arrange to start the services after receipt of LOA in a time bound manner as mentioned in the bid document.

7.7 Rates/ Prices

Rates/Prices quoted by the Bidder in the financial bid shall be inclusive of all incidental cost including transportation, handling, installation and any other incidental cost etc.

7.8 Terms of Payment

- a) The payment shall be paid in Indian rupees after deduction of applicable TDS as per following terms: -
- i) The payment of 70% of the total rental charges shall be based on the certification for proper working of jammers by nominated official/ observer of EdCIL at the examination center or joint certificate of technical partner of EdCIL & authorized center owner & will be paid within 30 days of receipt of such certificate, along with Invoice complete in all respects.
 - ii) Balance of 30% including taxes will be paid within 30 days after receipt of final project payment from the end client and satisfactory completion of the CBT.
- b) No advance payment shall be made under any circumstances.

7.9 Standard of performance

- a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this contract, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.
- b) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- c) The Bidder shall be liable to EdCIL for financial losses by way of some of system and process failure.

- d) EdCIL will interface to provide all relevant information regarding tentative schedule of examinations, location of examination centres and other necessary details 10-15 days prior to the conduct of 'Computer based tests/ examinations.
- e) EdCIL will facilitate through host institution & technical partner for the deployment of jammers by providing access at examination centres.
- f) EdCIL will provide the necessary power back up at every examination centre to ensure the proper functioning of jammers in case of power failure. However, to ensure the proper functioning of jammers in case of power failure or any other technical glitch such as non-functionality due to power or any other breakdown, non-jamming of frequencies etc the successful Bidder shall be obliged to provide onsite technical assistance at every examination centre on emergent basis.
- g) EdCIL may conduct random checks/tests to ensure the proper operation/ functioning of jammers at examination centres, failing which EdCIL may ask the successful bidder to submit ATR within 10 Days of issue of any complaint failing which EdCIL shall be entitled for necessary recovery/ deduction from final payment of successful Bidder for the project.
- h) In case of inadequate performance, EdCIL reserve the right to advise the bidder to rework on the relevant inadequacies for entire satisfaction of the company.

7.10 SLA

EdCIL expects very high availability; functionality & operation of jammers during the conduct of examinations. The successful Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels failing which EdCIL shall be entitled for necessary recovery/ deduction from final payment and free to take legal action against the successful Bidder in the court of law of the consequent losses/ damages occurred to EdCIL in respect of concerned project.

7.11 Copyright

The copyright in all documents and other materials containing data and information furnished to EdCIL by the bidder herein shall remain vested in the bidder.

7.12 Confidentiality

The bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, contract or EdCIL's business or operations without the prior consent of EdCIL.

EdCIL also reciprocally agrees with the bidder that all information concerning trade

secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of EdCIL in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

7.13 Performance Security

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of Letter of Award. The Performance Bank Guarantee (PBG) should be issued by a nationalized bank in favour 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.

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 payment or by the encashment of PBG.

In case the duration of contract is extended beyond the initial two-year period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

7.14 Consortium

No consortium will be entertained by EdCIL. The Bidder shall hold the full responsibility of the contract. Any consortium formed by the Bidder at his end which was formed either to gain entry into the contract with EdCIL or during the project for the execution of the contract will be at the sole risk and responsibility of the Bidder and would lead to rejection of bid or termination of contract with penalty.

7.15 Penalty Clause / Liquidated Damages

In case of any deficiency or failure in the satisfactory performance or completion of project, as per the contract, a penalty @ 2.5% per week and part thereof of the bid value subject to the maximum 10% of the value of the respective project plus applicable GST.

If the delay adversely affects performance of the work, performance security will be forfeited, and other legal action would be initiated as per terms and conditions of

contract. EdCIL may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Service Provider.

7.16 Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay liquidated damages to the EdCIL; and
- b) The aggregate liability of the service provider to the EdCIL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the service provider to indemnify the EdCIL with respect to patent infringement.

7.17 Sub-contract

The bidder shall not sub-contract the awarded contract or part thereof.

7.18 Delays in the Bidder's Performance

Supply & installation of jammers as per time mentioned in the scope of work is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved timeline as notified from time to time by EdCIL to the Bidder and will become the forming part of the Contract.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to EdCIL in writing the fact of the delay, its likely duration and its cause(s). EdCIL will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, but in no case, extension shall be granted having adverse effect on scheduled operation of jammers.

Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

7.19 Termination

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

a) Termination of Contract

The Contract is liable to be terminated if the Bidder:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of EdCIL within fifteen days (15) after written notice of such default is provided to the Bidder. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by EdCIL as a result of such termination.
- ix. At any time, the Bidder makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EdCIL.
- x. If the Bidder obtains the contract with EdCIL with illegal measures.
- xi. Information submitted/furnished by the contract is found to be incorrect.
- xii. The above shall be without prejudice to EdCIL's other rights under the law.

b) Consequences of Termination

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

- i. Performance Guarantee Bond/Security in any form submitted by the Bidder shall stand forfeited.
- ii. The Bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iii. All the dues payable to the Bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) Termination for Convenience

- i. EdCIL, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall

- specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Bidder if any due to such termination.
 - iii. Either party may terminate the contract by giving a notice of 30 days.

7.20 Settlement of Disputes

- a) **General:** 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. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Bidder on the points of dispute. The representation so received shall be examined by EdCIL. The Bidder will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi.

7.21 Arbitration:

In event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Service Enterprises (CPSEs)/Port trust inter se and also between CPSES and Government Departments/ Organization (excluding disputes concerning Railways, Income tax, Custom & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.5/0003/2019-FTS-10937 dated 14.12.2022.

7.22 Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Bids
- b. Amend the Bid requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>. Seek information from the Bidders on any issue at any time.
- c. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one Bidder. Terminate or abandon this Procedure or the entire project whether before or after the receipt of bids.
- d. Make enquiries of any person, company or organization to ascertain information

regarding the Bidders and its bid.

- e. Reproduce for the purposes of this Procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

7.23 Suspension

- a) EdCIL may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

7.24 Force Majeure

- Notwithstanding anything contained in the Bid document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure.
- Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or EdCIL which they could not foresee and which may substantially affect the performance of the Proposal such as:
 - a. Acts of a Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees embargoes etc.
 - b. Any riot or civil commotion or act of terrorism
 - c. Any earthquake, floods, tempest, lightning, epidemic or other acts of God or public enemy.
 - d. Inability to secure material or transportation facilities due to the acts/omission of carriers/railways or other means of transport.
 - e. Any strike or lockout (only those including 10 continuous days in duration) affecting the work.
- If a Force Majeure situation arises, the Bidder shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this contract by giving a written notice of a minimum 15

days to the Bidder, if because of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

7.25 Responsibilities of the Bidder

The Bidder shall be responsible for the Supply & installation of sufficient number of Low Powered Cell Phone Jammers for Computer based tests/ examinations along with other deliverables to be provided as per the terms and conditions of this limited tender and directions of EdCIL.

7.26 Interpretation

In these Terms & Conditions:

- a. References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- b. References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this BID.
- c. The headings are inserted for convenience and are to be ignored for the purposes of construction.
- d. Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- e. In case the BID is silent on the items contained in the bid, the decision of EdCIL shall be final & binding on the Bidder/ Bidders.
- f. For the entire purpose of this bid/work/assignment, EdCIL would be the first party, who intends to award the bid/work/assignment to a suitable organization, called the second party, and as per the standard language, would be, hereinafter, called Bidder.
- g. The term Bidder would include tenderers/Bidders/agencies/interested parties and may include any such term which so far has not been used, but may be used to refer the second party. These terms may be used interchangeably too, words, Tender and bid, may also be used interchangeably.
- h. The selected Bidder would also be included in the term Bidder, for the sake of clarity.

7.27 Special Terms and Conditions

- i. The successful bidder has to sign a contract on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the

bidder in addition to damages and penalty.

- ii. The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- iii. EdCIL reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of the EdCIL shall be final.
 - a) The Agency must have taken all clearances, certificates, licences and should comply with all statutory obligations required for undertaking/providing services with regard to the subjected bid assignments.
 - b) Since every time, the assignment will be time bound, the agency shall give proper attention for successful completion of project and the services shall be available for any assistance relating to the assignment.
 - c) The Agency will be informed the details about the quantum of work and its location in advance adequately. However, the list of examination centres will be shared only 10-15 days in advance.
 - d) To ensure the proper functioning of jammers in case of power failure or any other technical glitch, the successful bidder shall be obliged to provide onsite technical assistance at every examination centre in terms of man power including a technician and electrician and it shall be liability of successful bidder to ensure the proper functioning of jammers for successful conduct of the examination.
 - e) In case any centre informs that the jammers stopped working/ are ineffective due to one reason or other including power backup, besides necessary recovery/ deduction from final payment, EdCIL shall be free to take legal action against the successful bidder in the court of law of the consequent losses/ damages occurred to EdCIL in respect of concerned project.

Bid Form

i) Addressed to

a.	Name of the tendering authority	Mr. U.S. Gaikwad Chief General Manager (OTAS)
b.	Address	EdCIL House, Plot no. 18-A, Sector 16-A Noida – 201301 (U.P.), India
c.	Telephone	0120-2970206-07
d.	Tele-Fax	0120-2970209
e.	Email Id	ugaikwad@edcil.co.in

ii) Other related details:-

1.	Name of Bidder		
2.	Name & Designation of Authorized Signatory		
3.	Registered/Head Office Address		
4.	Delhi Office Address	Address	
		Phone	
		Fax:	
		Contact Person:	
		Phone:	
		Email id	
5.	Year of Establishment		
6.	Telephone Number(s)/ Mobile		
7.	Website URL		
8.	Fax No.		
9.	Email Address		
10.	Indicate if organization has been blacklisted or not		

11.	Are there any clarification / information etc. that the Bidder may like to make	
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- iii) We agree to abide by all the conditions mentioned in this Bid document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- iv) The prices for the services as prescribed are given separately in the financial bid.
- v) Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the bid. However, the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- vi) The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- vii) Payments shall be made as per payments terms.
- viii) Bid duly filled and signed is enclosed with this bid form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Authorized Signatory:

Name of the Bidder: -

Designation:

Seal of the Organization: -

Date:

Place:

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

To
Chief General Manager (OTAS)
EdCIL (India) Limited
EdCIL House, Plot no. 18 A, Sector-16 A,
Noida – 201301 (U.P.), India

Sir,

Subject: Limited Tender for the and rate contract for Supply, Installation, Commissioning and Operation of Jammers in Examination Centers across India during the Conduct of Computer based tests/ examinations.

This has reference to **NIT No.** _____ dated _____ **2026**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this limited tender. 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 ____/____/2026 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,
Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

SELF-DECLARATION – NON-BLACKLISTING

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

To,
Chief General Manager (OTAS)
EdCIL (India) Limited
EdCIL House, Plot no. 18 A, Sector-16 A,
Noida – 201301 (U.P.), India

Sir,

In response to the NIT No. _____ dated _____ **2026** for empanelment of Agency for Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer based tests/ examinations, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** on the date of bid submission.

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

Thanking you,
Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

Name of the Bank

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

PERFORMANCE BANK GUARANTEE FORMAT

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

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

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

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

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

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

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

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

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

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

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

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2026, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “CLIENT”/ “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/Smt. _____, 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 EdCIL proposes to procure services Agency for Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer based tests/ examinations, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the NIT No.dated.....2026.

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 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 EdCIL to obtain the desired services as referred to in the NIT No. dated2026 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 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 EdCIL undertakes that no official of EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 EdCIL 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 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 EdCIL with full and verifiable facts and the same is prima facie found to be correct by EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by 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 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 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 EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
- 3.4 Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder further declares to EdCIL that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Bid.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of 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 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 EdCIL, or alternatively, if any relative of an officer of EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the Bidder at the time of filing of Bid.
- 3.13 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of EdCIL.

4. **PREVIOUS TRANSGRESSION**

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

5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit bid securing declaration form w.r.t. Earnest Money deposit with the.
- 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 may be for satisfactory performance of the terms of Bid above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and EdCIL, including warranty 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 EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by EdCIL to the Bidder on Earnest Money Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle 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 EdCIL and the CLIENT (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 EdCIL, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the Bidder from 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 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 EdCIL resulting from such cancellation/rescission and 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 may be further extended at the discretion of 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 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 EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 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 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

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by EdCIL.
- 7.6 The Bidder(s) accept that the Monitor has the right to access without restriction to all Project documentation of EdCIL including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Bidders. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Sub-Bidder(s)

with confidentiality.

7.7 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.

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the NIT No. _____ dated _____ towards complete execution of the contract to the satisfaction of both EdCIL and the Bidder/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the bid with successful Bidder.

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

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

EdCIL (India) Limited

BIDDER's CHIEF EXECUTIVE OFFICER

Name of the Officer
Designation

Name of the Officer
Designation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

(The Pre-Contract Integrity Pact shall be modified based in line with the conditions of the limited tender documents).

Letter of Proposal Submission of Financial Bid:

To
Chief General Manager (OTAS)
EdCIL (India) Limited
18A, Sector 16A, Film City
Noida, U.P-201301

Dear Sir,

M/s _____ offers to provide the services for Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer based tests/ examinations in accordance to your limited tender dated [insert date]. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations as and when required subjected to the terms and conditions of the limited tender and Agreement.

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

Yours sincerely,

Signature (In full and initials)
Name and title of the Signature:
Name of the Service provider:

Address:

AGREEMENT

1. **THIS AGREEMENT** is made and entered into this day of, Two Thousand and Twenty-Six.

Between

- 1.1 _____ (Vendor Name), _____ (Address), a company registered in India under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as '_____') which expression shall where the context so admits include its successors and permitted assigns) on the other part.

AND

- 1.2 EdCIL (India) Ltd. (A Government of India Enterprise), a Company registered under Companies Act, 1956 having its registered office at 7th Floor, Amba Deep, 14 K.G. Marg, Connaught Place, New Delhi-110001 and Corporate Office at 18-A, Sector 16-A, Noida(U.P), India (hereinafter referred to as EdCIL, as a “First Party”, of the one part,

2. PREAMBLE

- 2.1 WHEREAS _____ (Name), _____ (Address) is working in the area of Electronic Communication Equipment and Jammers like High Power Jammers for Installation in Prisons and Low Power Examination/Portable Jammer for Installation during the conduct of Examination on rental basis.
- 2.2 WHEREAS EdCIL (India) Limited (EdCIL) that undertakes common recruitment for Public Sector Undertakings and Government Organizations under various Ministries of Government of India. EdCIL is interested in utilizing low powered jammers on rental model in the online examination halls.
- 2.3 WHEREAS EdCIL has identified _____ (Name), _____ (Address) as Service provider for providing the Low Power Jammers on rental basis during the recruitment exams for Public Sector Undertakings and Government Organizations under various Ministries of Government of India in the computer-based examinations' halls to avoid any high-tech cheating/mass copying through CDMA/GSM/2G/3G/4G/5G/Wi-Fi/Bluetooth devices.

Now therefore in consideration of the premises and mutual covenants hereinafter Contained, the parties hereto agree as follows:

3. SCOPE OF THE AGREEMENT

The agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of _____ (Name of the vendor), EdCIL pertaining to '**Installation of Low Power Jammers provided by _____(Name) on rental basis during the exams conducted by EdCIL**'.

4. RESPONSIBILITIES OF _____(NAME OF THE VENDOR) AS FOLLOWS:-

- _____(Name) will assist in obtaining the necessary prior permission from Secretary (Security), Cabinet secretariat, Room No 226A, North Block, New Delhi-110001 for the Installation of jammers during the recruitment examination based on the requirement

received from end client of EdCIL.

- To provide the sufficient numbers of Low Power jammers, approved by Cabinet Secretariat at the examination centers to block cell Phone services in CDMA/GSM/3G/4G/5G/Wi-Fi/Bluetooth up-to-date frequencies.
- The required numbers of jammers will be installed in the specified room/examination hall one day before the date of each examination. These jammers will be made operational half an hour before the start of the examination and switched off after half an hour of examination or as per the instruction provided by EdCIL from time-to-time.

To and Fro transportation for these jammers to examination centers will be provided.

- The Jamming services will be provided in any part of India, including North-Eastern states, Andaman & Nicobar Islands and all Union Territories.
- It will be ensured that each and every jammer deployed in the examination centres will be accounted for and any discrepancy in this regard will be reported immediately to the appropriate law enforcement agency and to the Office of the Secretary (Security). EdCIL shall not be responsible for any loss of any jammers whether by theft or otherwise.
- ____ (Name of the vendor) shall take all care of statutory obligations/clearances, required for executions of subject tender assignment.
- Rest of the terms and conditions are strictly in accordance with the terms and conditions of tender document (now the part of contract) reference no. _____ dated _____, addenda and other communications sent time to time during the tender evaluation process.

5. RESPONSIBILITIES OF EdCIL AS FOLLOWS:

- EdCIL will collect the requirement of its client for availing jammer services in recruitment examination and share the same with ____ (Name of the vendor) for onward submission to Cab-Sec for obtaining necessary permission.
- The details of the examinations conducted by EdCIL with scheduled dates, location of centres and candidates per centre will be provided by EdCIL to ____ (Name of the vendor) well in advance, preferably 15 days.
- Technically and commercially cleared service order to be placed on ____ (Name of the vendor) at least one month prior to the date of the conduct of examination.
- The necessary permission for entry of reps from ____ (Name of the vendor) / ____ (Name of the vendor) authorized service provider along with jammers to the examination center will be provided to ____ (Name of the vendor) .

6. FINANCIAL ARRANGEMENTS

In consideration of the work to be carried out on the PROJECT, the parties agree to the following financial arrangement:

- 6.1 Rental charges for providing jamming services per candidate per session for PAN India/ Delhi NCR/ examination centres within state is as per the LoA issued to ____ (Name of the vendor) vide no. _____ (LOA No.) dated _____. The quoted price is exclusive of all taxes and duties. The same has to be reimbursed at actual as applicable at the time of

invoice. The total number of candidates will be considered based on nominal roll/details of candidates provided by EdCIL with Service Order and invoice will be raised for the same.

6.2 The GST will be charged extra as applicable on the total value of rental charges at the time of invoice. In case Octroi/Entry tax for transporting the Jammers from state to state, the same will be paid by ____ (Name of the vendor) and will not be reimbursed to ____ (Name of the vendor) by EdCIL.

6.3 Payments will be made by EdCIL to ____ (Name of the vendor) as per the following schedule:

- i) The payment of 70% of the total rental charges shall be based on the certification for proper working of jammers by nominated official/ observer of EdCIL at the examination center or joint certificate of technical partner of EdCIL & authorized center owner & will be paid within 30 days of receipt of such certificate, along with Invoice complete in all respects.
- ii) Balance 30% including taxes will be paid within 30 days after receipt of final project payment from the end client and satisfactory completion of the CBT.

7. DELIVERY

The required number of jammers will be installed in the specified room/examination hall one day before the date of each examination. These jammers will be made operational half an hour before the start of the examination and switched off after half an hour of examination. Thereafter, these jammers will be collected by ____ (Name of the vendor) authorized representatives and deposited in ____ (Name of the vendor) designated locations.

8. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- 8.1 The Agreement shall be effective from the latest date of signing by ____ (Name of the vendor) and EdCIL and shall be valid for a period of 1(one) year initially from the date of issue of Letter of Award and based on the review of performance of the service provider regarding successful execution of the projects, upon satisfactory performance the contract is extendable for another period of one year. However, the rates/ prices quoted by the service provider will be negotiated for possible downward revision after 6 months of issue of LoA based on the volume of work.
- 8.2 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.
- 8.3 In the event of termination of the agreement, the rights and obligations of the parties thereto shall be settled by mutual discussions; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

9. CONFIDENTIALITY

During the tenure of the agreement and thereafter all the parties i.e ____ (Name of the vendor) and EdCIL undertake on their behalf and on behalf of their sub-contractors/employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with this agreement.

10. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such event, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall then mutually decide about the future course of action.

11. NOTICES & POINT OF CONTACT:

All notices and other communications required to be served on ____ (Name of the vendor) under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to ____ (Name of the vendor) at its last known address of business. Similarly, any notice to be given to EdCIL considered duly served if the same shall have been delivered to, left with or posted by registered mail to EdCIL at its registered / below mentioned address.

For ____ (Name of the vendor) : -
Address of the vendor

For EdCIL (India) Limited:-
Add: Plot no. 18A, Film City, Sector 16A
Noida-201301

Attn:
Title:
Fax:
Email:

Attn:
Title: Chief General Manager-OTAS
Fax:
Email: ugaikwad@edcil.co.in

12. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this agreement shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

13. ASSIGNMENT OF THE AGREEMENT

The rights or/and liabilities arising to any party to this agreement shall not be assigned except with the prior consent of the other party and subject to such terms & conditions as may be mutually agreed upon.

14. ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.5/0003/2019-FTS-10937 dated 14.12.2022.

15. INDEMNITIES

____(Name of the vendor) hereby indemnifies EdCIL from any claims made by third parties arising out of any injury or damages caused due to the proper and authorized usage of the jammers being supplied under this agreement. In such a case, EdCIL shall not be liable for any loss or damages.

16. Following documents shall be treated as a part of this agreement

- i) Bid document reference no. _____ dated _____
- ii) Addenda for pre-bid meeting held on _____
- iii) LoA issued to ____ (Name of the vendor) vide tender reference no. _____ dated _____
- iv) Any other written communication/ letters exchanged between ____ (Name of the vendor) and EdCIL during tender evaluation process.

17. SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement by their authorized representatives on the day, month and year mentioned hereinbefore.

(For and on behalf of ____ (Name of the vendor)

(For and on behalf of EdCIL)

Signature :.....

Signature :.....

Name :

()

Title:

____(Name of the vendor)

Address of vendor

Date:

SEAL

Witnesses:

1. _____

2. _____

Name :

()

Title: Chief General Manager-OTAS

EdCIL India Limited, Plot no. 18A

Film City, Sector 16A

Noida-201301

Date:

SEAL

Witnesses:

1. _____

2. _____

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 in the bid to the under mentioned address before the start of Public Online Tender Opening Event.

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

- I. Bid Securing Declaration against Earnest Money Deposit.
- II. Copy of the Power-of-Attorney and Self-Declaration- Non-blacklisting.

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 two envelopes as explained below: -

Envelope – 1			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Bid Form	PDF
2.		Letter of undertaking	PDF
3.		Self-Declaration – Non-Blacklisting	PDF
4.		Performance Bank Guarantee	PDF
5.		Pre-Contract Integrity Pact	PDF
6.		Letter of Proposal Submission of Financial Bid	PDF
7.		Agreement	PDF
8.		Offline and Online Bid Submission Documents	PDF
9.		Instructions for e-Tendering	PDF
10.		Power of Attorney	PDF
11.		Bidder's Bank Details	PDF
12.		Certificate-Cum-Undertaking for Non-Deployment of Personnel with Criminal Records	PDF
13.		List of Authorised Banks for Bank Guarantee	PDF
14.		Bid Security Declaration	PDF
15.	Financial Bid	Financial Bid	.xlsx

Instructions for e-tendering

1) Instructions for Online Bid Submission:

- (a) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.
- (b) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- (c) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- (d) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>. Technical Bid will be submitted duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- (e) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website.
- (f) 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.
- (g) It is mandatory for the bidders to get their firm/company registered with e- procurement portal of EdCIL, i.e. www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2,000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (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.

- (h) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
- (i) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of selected submission.
- (j) Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
 - (i) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/ 9964074577/ 9650520101.
 - (ii) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
 - (iii) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratan.thakur@etenderwizard.com, varun.b@etenderwizard.com.

2) PREPARATION OF BIDS

- (a) Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- (b) 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.
- (c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

3) SUBMISSION OF BIDS

- (a) 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.
- (b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) 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.
- (d) Upon the selected and timely submission of bids, the portal will give a selected 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.

4) ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained

therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

Telephone / Mobile/ E-mail ID	Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training. a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101. 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 mail us on email-id: harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com & cc to: destenders@edcil.co.in
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5) Offline Submissions: (AS PER TENDER REQUIREMENT)

- (a) The bidder is requested to submit documents as mentioned in the Tender.

6) MINIMUM REQUIREMENTS AT BIDDER'S END

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

POWER OF ATTORNEY

Know all men by these presents, we (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client> project, proposed to be developed by the (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and 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 WE.....THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS DAY OF 2026.

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 be submitted 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 Apostile certificate.

BIDDER'S BANK DETAILS

S. NO.	ITEM	DETAILS
1	Name & Complete Address of the Supplier/ Contractor as per Bank Records	
2	Name & Complete Address of the Bank with Branch details	
3	Type of Bank Account (Current/ Savings/ Cash Credit)	
4	Bank Account Number (indicate 'Core Bank Account Number', if any).	
5	IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.	
6	Permanent Account Number (PAN) under Income Tax Act;	
7	GST Registration Number (for supply of Goods and services)	
8	E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."	

(Name & Signature of the Bidder)

Note: This form should be returned along with offer duly signed

**CERTIFICATE-CUM-UNDERTAKING FOR NON-DEPLOYMENT OF PERSONNEL WITH
CRIMINAL RECORDS**

(to be submitted in a duly notarized Non-Judicial Stamp Paper of Rs.100/-)

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

Date:.....

Subject: Undertaking regarding personnel character antecedents and no criminal record.

Sir,

With reference to the NIT No..... dated..... for [Name of the Service], we, **M/s** [Name of Company], hereby declare and undertake that:

1. We will scrutinize the character and antecedents of all the personnel intended to be deployed during conduct of examination by EdCIL's end client and verify that they are clean and free from any criminal record.
2. We will not deploy any person having a criminal record, pending investigation, pending trial, or a history of conviction in any court of law.
3. We undertake that all engaged personnel are over 18 years of age, law-abiding citizens and are not involved in any criminal/antisocial activities.
4. We will verify the identification documents, parentage, and residential addresses of all personnel being deputed to the examination centres.
5. If any personnel deployed by us is found involved in any criminal or any un-lawful activity or if it is discovered that they possessed a criminal record/ unlawful activity record at the time of deployment, we accept full responsibility.
6. We further undertake that in such an event, we will immediately remove the person from the examination centre and replace them, and EdCIL (India) Limited shall have the right to take legal action or terminate the contract with us, for which we shall not hold EdCIL liable.
7. It shall be the sole responsibility of our agency to bear all kind of loses or otherwise happened due to any such un-lawful activity by agency or its personnel engaged for the activities assigned to us.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Place:

Date:

Note: This document shall be invariably submitted alongwith the technical bid.

LIST OF AUTHORISED BANKS FOR BANK GUARANTEE

Any Guarantee issued by PSU Bank (or) Private Bank operating in India must be operational and invocable in Noida only. For Guarantee to be operational in Noida the issuing bank must designate a specified Bank Branch in Noida.

Following banks are permissible for accepting Bank Guarantees:

I- SCHEDULED PUBLIC SECTOR BANKS

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

II- SCHEDULED PRIVATE SECTOR BANKS

S.No.	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

Financial Bid

We, M/s _____ hereby submit the consolidated financial bid for Supply, Installation, Commissioning and Operation of Jammers on Rental Basis in Examination Centers across India during the Conduct of Computer based tests/ examinations as per the Scope of work and other conditions mentioned in the limited tender.

Number of the Candidates	Charges Per Candidate Per Session (Rs. In Figures) Exclusive of GST	Charges Per Candidate Per Session (Rs. In Words) Exclusive of GST
Approx. 40 Lakh		

Note:

1. GST shall be paid extra as applicable at the time of Invoice.
2. The charges quoted shall be firm throughout the period during the currency of contract and shall not be subject to any upward variation/revision.
3. Conditional bid shall be rejected.
4. Duration of the examination (Session/Shift) may be 2-3 hrs. having 2-3 shifts in a day starting from 7:00 AM.
5. The rates must be inclusive of all incidental charges like Travelling, Boarding, Lodging Charges of Manpower, loading & un-loading, insurance, octroi, state entry, etc.
6. In case of any discrepancy, the rates given in words shall prevail.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

BID SECURITY-DECLARATION

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

To,
Chief General Manager (OTAS)
EdCIL (India) Limited
EdCIL House, Plot no. 18 A, Sector-16 A,
Noida – 201301 (U.P.)

Sir,

In response to the NIT No. _____ dated _____ 2026, I/We hereby undertake not to withdraw or modify our submitted bid during the period of validity and on award of the contract. We commit ourselves to submit the prescribed performance security and shall sign the contract within stipulated deadline defined in tender failing which our organization can be suspended for a year from being eligible to submit bid for contract/tender/EOI invited by EdCIL (India) Limited.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place: