

Notice Inviting E-Tender for installation of Heavy Duty Multifunction photocopier machine (including Colour and Black & White facility) at EdCIL, Noida

Tender Ref. No. EdCIL/Admin./Services/2022 dated 23/02/2022



**EdCIL (India) Limited
(A "MINI RATNA" Category – I CPSE Govt. of India)
'EdCIL House', Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 – 4516001-02, 4514003, 2970206, 2970207, Fax: 0120 – 2970209**

(Handwritten signature)

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EdCIL (India) Limited

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

Notice Inviting E-Tender for installation of Heavy Duty Multifunction photocopier machine (including Colour and Black & White facility) at EdCIL, Noida

| | |
|---|--|
| Name of work | Undertaking the job of printing/Photocopy of documents on actual work basis for a period of one year. |
| Estimated volume of work | 15,00,000 (Fifteen Lakh) numbers printing/photocopy back-to-back pages/copies (front page in colour and back page in black & white) are likely to be printed. |
| Date of Issue/Publishing | 23/02/2022 |
| Bid queries should reach by | 03/03/2022 Bid queries received later than the date as mentioned above shall not be entertained. Pre-bid queries should be e-mailed to sdey@edcil.co.in as per format specified. |
| Last Date and Time for receipts of Bids | 10/03/2022 upto 3:00 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 & venue. |
| Date and Time of Opening of Bids | 10/03/2022 at 3:30 PM |

CHAPTER 1
Offline and Online Bid Submission Documents

1.1 Offline Submissions:

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

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

- a. Original copy of the Bid Security declaration form.
- b. Original power-of-attorney.

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

1.2 Online Submissions:

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

| (Following documents to be provided as single PDF & XLS file) | | |
|---|--|------------|
| Sl. No. | Content | File Types |
| 1. | Annexure-I – Bid Form | PDF |
| 2. | Annexure II- Bid Securing Declaration Form | PDF |
| 3. | Annexure III- Technical Bid Submission Letter | PDF |
| 4. | Annexure-IV- Self Declaration – Non-Blacklisting | PDF |
| 5. | Annexure V- Details of Work Executed | PDF |
| 6. | Annexure VI- Power of Attorney | PDF |
| 7. | Annexure VII- Letter of Undertaking | PDF |
| 8. | Annexure VIII -Integrity Pact | PDF |
| 9. | Annexure IX- Performance Bank Guarantee Format | PDF |
| 10. | Annexure X- Contract Form | PDF |
| 11. | Annexure XI- Pre-Bid Query Format | PDF |
| 12. | Annexure XII- Financial Bid Form | .XLS |
| 13. | Annexure XIII- Annual Turnover Form | PDF |

CHAPTER 2

Instructions for e-tendering

2.1 Instructions for Online Bid Submission:

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

| | | |
|---|---------------------------------|------------|
| 1 | Registration charges for 1 year | Rs. 2000/- |
|---|---------------------------------|------------|

(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.

- 2.1.7.1 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.
- 2.1.7.2 Bidders are advised to change the password immediately on receipt of activation mail.
- 2.1.7.3 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.



- 2.1.8 Submit your tender well in advance by relevant documents 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.
- 2.1.9 Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 2.1.10 Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
- 2.1.10.1 For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/ 9964074577/ 9650520101.
- 2.1.10.2 For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
- 2.1.10.3 Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com.

2.2 Preparation of Bids

- 2.2.1 Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- 2.2.2 Please go through the tender document carefully prior to submission of 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.
- 2.2.3 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.

2.3 Submission of bids

- 2.3.1 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.
- 2.3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.3.3 A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- 2.3.4 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.
- 2.3.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



2.4 Assistance to bidders

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

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

2.5 Offline Submissions: (as per tender requirement)

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

2.6 Minimum Requirements at Bidder's End

2.6.1 Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

2.6.2 Digital Certificate(s)

CHAPTER 3

Instructions to Bidders

3.1 General

- 3.1.1 The tender has to be submitted before the due date and time.
- 3.1.2 The offer/ bid shall be submitted in two packet system (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details. Financial bid shall indicate price for the various services as per the scope of work mentioned in the tender document.
- 3.1.3 All information supplied by bidder(s) shall be treated as contractually binding on the bidders on successful award of the assignment by EdCIL on the basis of this tender.
- 3.1.4 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this tender at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- 3.1.5 This tender does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.
- 3.1.6 The offer/bid should be exclusive of GST as per prevailing rates which will pay separately. However, the percentage of GST should be clearly indicated.
- 3.1.7 The prices must be quoted in the Performa given in Financial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting price must be mentioned in Financial Bid only. Discount or any other offers affecting the price mentioned at any other place of the bid other than Financial Bid will not be considered.
- 3.1.8 Price quoted by the bidder is including all allied cost w.r.t. Paper, MFP Machine, Machine Operator, MFP Machine Toner(s), transportation and installation, Maintenance, etc.

3.2 Bidder's Authorized Signatory

- 3.2.1 A Proposal should be accompanied by power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.3 Preparations to bid

- 3.3.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- 3.3.2 The Bid and all associated correspondence shall be written in English and shall confirm to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- 3.3.3 The bid shall be uploaded on the website as per the instruction given in the tender by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 3.3.4 No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

- 3.3.5 The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3.6 Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 3.3.7 The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 3.3.8 Failure to comply with the below requirements shall lead to the Bid rejection: -
- 3.3.8.1 Comply with all requirements as set out within this tender.
- 3.3.8.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
- 3.3.8.3 Non-submission of all supporting documentations specified in this tender corrigendum or any addendum issued.

3.4 Pre-Bid Conference

- 3.4.1 The bidder is requested to submit any queries in writing or given e-mail (sdey@edcil.co.in) so as to reach within 07 (seven) days of last date bid submission. Reply of which will be given by e-mail to the respective e-mail id only.
- 3.4.2 Queries relevant to the bid documents shall be addressed to the Deputy Manager (Administration), in the given e-mail id at 3.4.1.
- 3.4.3 The queries should necessarily be submitted in the format specified in Annexure - XI.
- 3.4.4 Any requests for clarifications after the indicated date and time shall not be entertained by EdCIL.
- 3.4.5 The officer notified by EdCIL will endeavour to provide timely response to all queries.
- 3.4.6 At any time prior to the last date for receipt of bids, EdCIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by a corrigendum.
- 3.4.7 The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in and on the e-tendering portal <http://www.tenderwizard.com/edcil> and may be emailed to all participants who have raised the queries.
- 3.4.8 Any such corrigendum shall be deemed to be incorporated into this tender.
- 3.4.9 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

3.5 Validity of Bids

- 3.5.1 Bids shall remain valid till 120 days from the date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 3.5.2 In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder granting the request will not be permitted to modify its Bid.

- 3.5.3 EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 3.6 Bid Security Declaration (BSD)
- 3.6.1 The Bidder shall furnish, as part of the Bid, a Bid Security Declaration (as per Annexure - II)
- 3.6.2 Bids received unaccompanied by an acceptable Bid Security Declaration shall be rejected as non-responsive.
- 3.6.3 Bid Security Declaration may be invoked (Invocation of Bid Security Declaration shall be termed as forfeiture of Bid Security):
- 3.6.3.1 If the bidder withdraws the bid after bid opening (technical bid) during the period of bid validity; or
- 3.6.3.2 If the bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact; or
- 3.6.3.3 In the case of a successful bidder, if the bidder fails within the specified time limit to:
- i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security Deposit.
- 3.7 Amendment to the Tender Document
- 3.7.1 At any time up to the last date for receipt of tender, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- 3.7.2 The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- 3.7.3 Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- 3.8 Clarifications on submitted bids
- 3.8.1 During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.
- 3.9 Performance Security
- 3.9.1 The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value (of the estimated cost of Rs. 60 Lakhs) 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 120 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.
- 3.9.2 PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.

3.9.3 In case the duration of contract is extended beyond the initial one-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.

3.10 Acceptance/ Rejection of bids

3.10.1 EdCIL reserves the right to reject any or all offers without assigning any reason.

3.10.2 EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

3.10.3 EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.



CHAPTER 4

Scope of Work

- 4.1 The successful bidder is required to supply, install, operate, and maintain brand-new heavy-duty Photocopy Machines in workable condition (with print, copy, scan, send and store etc. facility) at EdCIL House, Noida. The date of purchase of the machine should be after 1st July 2021. Copy of purchase order to be submitted by the successful bidder after issue of job order by EdCIL.
- 4.2 Approximately, 15 Lakh back-to-back pages/copies (front page in color and back page in black & white) are likely to be printed/photo copied in a year. The exact number of copies required to be taken out may increase or decrease. EdCIL does not guarantee minimum quantum of work. Before quoting the rates, if any tenderer(s) so desire, may contact Deputy Manager (Administration) [Tel. No. (0120)-4156001-02] on any working day between 10.00 A.M. to 5.00 P.M. for any clarification.
- 4.3 The printing/photocopy work is to be done generally during office hours i.e. from 09.30 a.m to 06.00 p.m or till the urgent work is completed. However, the time may be extended depending upon the urgency of the work and may require to be operated on Saturday/Sunday and holidays. Accordingly, the services of the operator may have to be made available during holidays due to exigencies of work. In case of any pendency or urgent work and volume of work, provision for extra operator should be made in addition to existing staff.
- 4.4 The successful bidder is required to supply sufficient toner (colour and black & white) and photocopier paper to avoid delay in execution of the job.
- 4.5 The successful bidder is required to supply A4 size paper 75 GSM (JK/ Century) and maintain sufficient stock to avoid delay in execution of the job.
- 4.6 Any other work/activity related to the given assignment only.



CHAPTER 5
Eligibility & Bid Evaluation

5.1 Bid Evaluation Process

5.1.1 Evaluation will be based on the bidder meeting the technical eligibility criteria. It is mandatory for the bidder to fulfil all the technical eligibility criteria. The Financial Bids will be opened / evaluated only for eligible Bidders who are fulfilling the Technical Eligibility Criteria and other terms and conditions mentioned in the Bid Document. The bidder with lowest financial quote excluding GST (L1) shall be considered for award of contract.

5.2 Technical Eligibility Criteria

5.2.1 Bidder shall have to upload documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily.

| S. No. | Technical Eligibility Criteria | Supporting Documents |
|--------|---|--|
| 1. | The bidder should be a Company/ Proprietary/ Pvt. Ltd. firm/Partnership firm in existence for over 3 years in the business of providing Photocopy Services. | 1. Certificate of incorporation 2. Memorandum & Article of Association 3. Partnership Deed |
| 2. | The bidder should have three previous contract/ agreement/ work orders for providing Photocopy Services with Government Department/Public Sector Undertaking/ Pvt./MNCs in Delhi or NCR. | Copy of contract/ agreement/ work orders to be submitted. |
| 3. | The bidder is required to supply, install, operate, and maintain brand-new heavy-duty Photocopy Machines (with print, copy, scan, send and store etc. facility) at EdCIL House, Noida. The date of purchase of the machine should be after 1st July 2021. | Copy of purchase order to be submitted. |
| 4. | The bidder company should have average turnover of Rs.2 Crores in the last three financial years i.e. FY 2018-19, FY 2019-20 and FY 2020-21. | Copy of profit and loss account alongwith balance sheet and certificate from Chartered Accountant regarding the turnover. |
| 5. | Bidder should have valid GST, PAN Number as on the date of bidding. | Copies of valid certificates in the name of the bidding entity to be submitted. |
| 6. | The bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ University/ Board/ Council/ Commission or court of law in the last 3 years. | The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure - IV. |

Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.

- I. Notwithstanding anything stated above, EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of EdCIL.
- II. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- III. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

CHAPTER 6
Terms and Conditions

- 6.1 The bidder is required to quote their lowest rates excluding taxes for printing/Photocopy per copy as per size of paper which should be valid for one year from the date of award of the contract.
- 6.2 The work and output of the operator should be supervised and/or assessed from time to time atleast twice a week by the vendor himself or any other person authorized by him in his behalf, so as to get the photocopy work done more effectively.
- 6.3 The rate quoted by the bidder shall be valid for a period of one year from the date of letter of award. EdCIL shall evaluate the performance of the bidder on completion of one year and if the performance is found to be satisfactory then the contract can be extended for another two years on yearly basis on same rate and terms and conditions.
- 6.4 Payment of the monthly bills will be made on the basis of the requisition slips received from the concerned Department of EdCIL who assign the photocopying work and on receipt of proper bill and satisfactory report about the work done from HOD of the concerned department.
- 6.5 The successful bidder shall undertake/ensure that the character and antecedents of photocopy machine operator deployed by them have been got verified by the Appropriate Authorities and record be maintained to this effect and further shall be verified from time to time so far.
- 6.6 Continuance of the contract shall be subject to satisfactory performance of the bidder. If during the contract period, work is not found to be satisfactory, it will be open to EdCIL to discontinue the said job work, after giving a fortnight notice. The decision of EdCIL, in this regard shall be final and unassailable.
- 6.7 Hypothetical or conditional tenders will not be entertained.
- 6.8 No Earnest Money shall be required from registered suppliers of NSIC/MSME. Valid certificate/documents with regard to this must be submitted in lieu of bid security declaration.
- 6.9 The successful bidder shall have to deposit total security deposit of Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand only) by way of Bank Guarantee (as per Annexure IX) in favour of "EdCIL (India) Limited" payable at Noida within a week of the receipt of the intimation of acceptance of their bid which will be refunded after 90 days on successful completion of the job or payment of last bill whichever is later.
- 6.10 The successful bidder shall make the arrangement for daily check-up of the machine by their engineer /mechanic at their own cost and shall keep all the machine in perfect working condition at all times, so as to ensure smooth running of printing/photocopying job work. In case of failure of any machine, the bidder shall make alternative arrangement immediately so that the work does not suffer.
- 6.11 The service of printing/photocopying of documents should under no circumstances be stopped on any excuse.
- 6.12 Complaints are to be attended to even on Sundays / Holidays and before/ after office hours also as and when complained.
- 6.13 The successful bidder shall have to enter into formal agreement with EdCIL (India) Limited with terms and conditions for the photocopy job work to be undertaken in EdCIL.
- 6.14 The Successful bidder shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with officials of EdCIL, etc.

6.15 EdCIL shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the successful bidder in the course of performing of the work. Neither the successful bidder nor his workers shall have any claim on this EdCIL for right of employment, compensation or financial/non-financial assistance on this account.

6.16 Penalties:

6.16.1 Even after awarding of Contract to the successful bidder, EdCIL reserves the right to terminate the services at any time, if the same are not found satisfactory in addition to forfeiture of earnest money/ security deposit. The loss caused to EdCIL, including the expenses incurred on a fresh tender, will be recovered from the successful bidder.

6.16.2 EdCIL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his tender without sufficient grounds.

6.16.3 In case work suffers due to any of the machine goes out of order or there is no standby for the machine provided by the bidder, penalty will be imposed as decided by the competent authority.

6.16.4 **Penalty:** If any of machine is down beyond 01 day then penalty @ Rs.500/- per day for first week, Rs.1,000/- per day for second week and Rs. 2,500/- per day for later than two weeks will be imposed irrespective, whether EdCIL gets work done from outside or from other machine including the machine supplied/installed by the bidder.

ii) 2% to minimum 10% of value of delay

iii) GST will be charged extra.

6.17 Liquidated Damage: The agency to which the job will be awarded, is expected to complete the job within the timeline. If the completion period is exceeds the stipulated time as defined in the tender, a liquidated damage @ 0.5% per week subject to maximum of 5% contract value will be imposed.

Bid Form

| | | | |
|--|--------------|-----------|---------------------|
| Name of Tendering Company | | | |
| Name of the Authorized person | | | |
| Address & Tel. No. | | | |
| E-mail | | | |
| Date of commencement of Business | | | |
| MSME/Non- MSME (if yes attach valid proof) | | | |
| Details of two prominent organizations served /being served with similar services (Attach valid proof also attach a comprehensive list of the organizations served in the recent past) | | | |
| Technical specification (s) of the photocopy machine | Manufacturer | Model No. | Year of manufacture |
| | | | |
| | | | |
| Do you agree with the terms and conditions stipulated in Tender | | | |

Declaration:

It is certified that the information furnished above is correct to the best of our knowledge & belief. We have gone through the terms and conditions stipulated in tender document and confirm to abide by same.

Signature_____

Name_____

Designation_____

(Seal of Bidder)



BID SECURING DECLARATION FORM

Bid No.: _____ Dated _____
To,

Deputy Manager (Administration)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
Noida – 201301 (U.P.)

Respected Sir,

We, the undersigned, declare that:

I/We, M/s..... (herein referred as Bidder) understand that, according to bid Clause No....., bids may be supported with a Bid Securing Declaration, Bidder render the declaration that:-

The Bidder will automatically be suspended from being eligible for bidding in any contract with the EdCIL, Noida (herein referred as Purchaser) for the period of one year, starting on bid submission closing date, if Bidder are in breach of any of the following obligation(s) under the bid conditions: -

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____



TECHNICAL BID SUBMISSION LETTER

To:

Dated:___/___/2022

Deputy Manager (Administration)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
Noida – 201301 (U.P.)

Subject: Submission of the tender for Undertaking the job of Photocopy of documents on actual work basis for a period of one year.

Dear Sir,

I/We, the undersigned, offer to provide services mentioned above to EdCIL (India) Limited.
I/We hereby declare that all the information and statements made in this tender are true and accept that any misinterpretation contained in it may lead to our disqualification.
I/We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.
I/We agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 120 days as stipulated in the tender document.
I/We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signature {In full and initials}:
Name and Title of Signatory:
In the capacity of:
Address:

SELF-DECLARATION – NON-BLACKLISTING

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

To,

Deputy Manager (Administration)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
Noida – 201301 (U.P.), India

Sir,

In response to the Tender no. _____ dated _____ for "Undertaking the job of Photocopy of documents on actual work basis for a period of one year", I/We hereby declare that presently our Company _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We, further declare that presently our Company _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

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

Date:

Place:

DETAILS OF WORK EXECUTED

Details of Past Contract similar to this Contract (for a period of last Two years)

| S.N. | Name of the organization with Contact No. | Work order details | Volume of work | Contract period |
|-------------|--|---------------------------|-----------------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Authorized Signature {In full and initials}:
Name and Title of Signatory:
Address with seal of the Firm

Date: _____

Place: _____



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 ofas 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.....2022.
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 submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
- 3. For a Power of Attorney executed the document will also have to be legalized and notarized in the jurisdiction where the Power and Attorney is being issued.

ANNEXURE - VII

LETTER OF UNDERTAKING

(ON THE LETTER HEAD OF THE BIDDER)

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

Sir,

Subject- Letter of undertaking

This bears reference to EdCIL Tender No. _____ Dated _____ I/We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

I/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.

I/We undertake that (name of the company) comply with all the Labour Laws. I/We further undertake that _____ (name of company) _____ comply with Minimum Wages Act, PF/ESI Act/Statutory obligations, etc.

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

Thanking you,

Yours faithfully,

Name of the Bidder _____
Authorized Signatory _____
Seal of the Organization _____

Place:
Date:



PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2022, between, on one hand, acting through Shri/Smt._____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

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

WHEREAS the EdCIL proposes to procure services towards "Installation of Heavy Duty Multifunction photocopier machine (including colour and Black & white facility)" for EdCIL (India) Limited.

For its clients and bidder/Seller is willing to offer the said services and related items as referred to in the Bid document No. EdCIL/Admin./Services/2022 Dated2022.

WHEREAS the bidder is a private company /public company / Government undertaking / partnership / proprietorship, constituted in accordance with the relevant law in the matter and the EdCIL is a CPSE under Ministry of Education performing its functions.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. EdCIL/Admin/Services/2022 dated2022 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- 1.1 EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The buyer will, during the pre-contract stage, treat all bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other Bidders.

- 1.3 All the officials of EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the bidder to 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 shall 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.

2. Commitments of Bidders

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

- 2.1 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.
- 2.2 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 disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3 Bidders shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
- 2.4 Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 Bidder further confirms and declares to the EdCIL that the bidder is "Service Provider" and has not engaged any individual or firm 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, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 2.6 The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 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.

- 2.8 The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the bidder or any employee of the bidder or any person acting on behalf of the bidder, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the bidder's firm, the same shall be disclosed by the bidder at the time of filing of Bid.
- 2.13 The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

3. PREVIOUS TRANSGRESSION

- 3.1 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.
- 3.2 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.

4. EARNEST MONEY DEPOSIT

- 4.1 While submitting technical bid, the bidder shall deposit bid declaration form along with the bid.
- 4.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the bidder and the EdCIL, including contract period, whichever is later.
- 4.3 In case of the successful bidder a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

4.4 Exemption from Earnest Money Deposit:

- (1) Bidders who are Micro Small Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from earnest money deposit provided they furnish a photocopy of valid registration with NSIC under the single point registration scheme, for the quoted item/s in support of claim along with their request letter.
- (2) Mere registration as a SSI Unit does not qualify the Bidder for exemption from furnishing the EMD.
- (3) The certificate with monetary limit indicated should be valid on the scheduled date/Extended date of submission of tender. Certificates without monetary limit will not be considered.
- (4) The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered item/s.
- (5) The monetary limit stipulated in the certificate of MSMEs should be equal or more than the value of work(s)/Supply/Service under MSME benefits during the financial year plus ~~estimated cost of this tender for availing EMD exemptions.~~
- (6) In case the NISC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

5. SANCTIONS FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the bidder) shall entitle EdCIL to take all or any one of the following actions, wherever required:
- (1) 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.
 - (2) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the buyer (EdCIL) shall not be required to assign any reason therefore.
 - (3) To immediately cancel the contract, if already signed, without giving any compensation to the bidder.
 - (4) To recover all sums already paid by the EdCIL, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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.
 - (5) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the bidder, in order to recover the payments, already made by EdCIL, along with interest.

- (6) To cancel all or any other Contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to 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.
- (7) To debar the bidder from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of EdCIL.
- (8) To recover all sums paid in violation of this Pact by bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (9) 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.
- (10) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the bidder), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the bidder shall be final and conclusive on the bidder. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

6. INDEPENDENT MONITORS

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

6.2 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.

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

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

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

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

- 6.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of Buyer/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / bidder and, shall the occasion arise, submit proposals for correcting problematic situations.

7. FACILITATION OF INVESTIGATION

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

8. LAW AND PLACE OF JURISDICTION

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

9. OTHER LEGAL ACTIONS

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

10. VALIDITY

- 10.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/Admin./Services/2022 towards complete execution of the contract to the satisfaction of both the EdCIL and the bidder/Seller, including warranty period, whichever is later. In case bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.
- 10.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11. *(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

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

EdCIL (India) Limited

BIDDER

Name of the Officer :
Designation:
Witness:

CHIEF EXECUTIVE OFFICER

Witness:

1. _____

2. _____

2. _____

1. _____



PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: _____

To

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

In consideration of the EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called "EdCIL (India) Ltd") having agreed under the terms and conditions of tender No. _____ Dt : _____ (along with corrigendum) 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 EdCIL (India) Ltd an amount not exceeding _____ (_____ only) on demand by EdCIL (India) Ltd.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (HR & Admin.), 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 EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ Only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.



5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by 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 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 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 EdCIL (India) Ltd that 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 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 EdCIL (India) Ltd or any indulgence by 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 EdCIL (India) Ltd in writing.

9. This guarantee shall be valid till the date of Completion plus 90 Days. Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....

(Rs.....only) unless a demand under this guarantee is made on us in writing on or before.....we shall be discharged from our liabilities under this guarantee thereafter. Dated: The Day of
For (indicate the name of bank)

Signature of Banks Authorized official
Witness
Designation with Code No. -----

(Name)_____

1

Full Address-----

2.

CONTRACT FORM

THIS AGREEMENT made the day of 2022 between..... EdCIL (Hereinafter called "the Purchaser") of the one part and (Name & address of Successful bidder)

(Hereinafter called "the Successful bidder") of the other part:

"EdCIL" and "the Successful bidder" collectively referred to as "Parties" and individually as "Party".

PREAMBLE

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Education (MOE), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.
2. AND WHEREAS vide Tender Ref. No. (hereinafter collectively "the Tender") EdCIL invited bids from eligible agencies for entering into rate contract for "Undertaking the job of Photocopy of documents on actual work basis for a period of one year".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - [a] The Financial Bid submitted by the Bidder;
 - [b] The Scope of work defined;
 - [c] The Terms & Conditions of the tender document
 - [d] The EdCIL's Notification of Letter of Award/ Work Order
3. In consideration of the payments to be made by the EdCIL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the EdCIL)

in the presence of

Signed, Sealed and Delivered by the

said.....(For the Successful bidder)

in the presence of



PRE-BID QUERY FORMAT

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

| TENDER Description | | | | |
|----------------------|------------|---------|----------------------|----------------------|
| TENDER No. | | | | |
| Name of Organization | | | | |
| Address | | | | |
| Contact Person | | | | |
| Contact No. | | | | |
| E-Mail Id | | | | |
| S.No | Chapter No | Page No | Clause as per TENDER | Clarification Sought |
| | | | | |
| | | | | |
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Annexure – XII

PRICE BID

| S.No. | Particular | Rate per copy with paper and manpower (Rs.) (in figure) | Rate per copy with paper and manpower (Rs.) (in words) |
|--------------|---|--|---|
| 1 | Photocopy (<i>Front page color and back page in black & white</i>) Charges in A4 size paper (<i>JK/Century</i>) | | |

Note:

1. The above rate should be quoted excluding GST. GST shall be paid extra as per GOI norms.
2. The above rate should be quoted considering all items mentioned in the scope of work.

(Signature of the authorized person
of the firm/company
organization/official stamp/seal)



ANNUAL TURNOVER FORM

Name of Firm:

| S. No. | Financial Year | Annual Turnover (Rs. In Crore) |
|------------------|-----------------------|---|
| 1. | 2018-19 | |
| 2. | 2019-20 | |
| 3. | 2020-21 | |
| Total | | |
| Total in Words | | |
| Average | | |
| Average in Words | | |

Note:

- Certificate from Statutory Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.
- Values entered in words will be treated as final.

Signature with Seal of the Chartered
Accountant**Signature with Seal of the
Bidder**

