

TWO PACKET

OPEN E-TENDER

FOR

**OUTSOURCING OF MANPOWER
SERVICES**

NIT No.: A-12023/8/2021-22-HR&A

Dated: 10/03/2022

EdCIL (India) Limited

(A Govt. of India 'Mini Ratna' Enterprises)

'EdCIL House', Plot No. 18A, Sector- 16A

NOIDA – 201301 (UP), INDIA

Tel: 0120-4156001-02, 4154003,

0120-4310840, 0120-2970206,207

Registered Office:

Vijaya Building,

5th Floor, 17-Barakhamba Road,

New Delhi-110001

This document is serially numbered from page number 01 to 46.

DISCLAIMER

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

This TENDER is not an Agreement and is neither an offer nor invitation by EDCIL, to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by EDCIL, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, 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 TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, 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 TENDER and obtain independent advice from appropriate sources.

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

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

EDCIL, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. EDCIL, may in its absolute discretion, but

without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that EDCIL, is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EDCIL, reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

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CHAPTER-I

EdCIL (INDIA) LTD
 (A GOVT. OF INDIA MINI RATNA ENTERPRISE)
SECTOR 16A, NOIDA

NOTICE INVITING TENDER
(e-Tendering mode)

NIT No.: A-12023/8/2021-22-HR&A
Dated: 10-03-2022

1. EdCIL (India) Limited is a Mini Ratna Category –I CPSE under Government of India having its Corporate Office at Plot No. 18-A, Sector 16-A, NOIDA. EdCIL intends to invite **Two packet open e-tender** offers for Undertaking the job for providing suitable HR resources for various profiles for EdCIL, and its clients as per details given below:

Name of work	Undertaking the job for providing Young professionals for various profiles for the client/s of EDCIL.
Earnest Money Deposit	Rs. 25,000/- (Rs. Twenty Five thousand only) In form of Demand Draft in favor of “EDCIL India Limited” payable at Noida from any of the Nationalized Bank in India. Bidders registered with Similar Category of MSME are exempted from submission of EMD.
Service to be offered	Outsourcing of Manpower Services
Performance Bank Guarantee	3% of the total work order value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of Purchase Order in favor of EDCIL India Limited, Noida.
Name of Organization	EdCIL (INDIA) LTD., NOIDA
Tender Type (Open/ Limited/ EOI/ Auction/ Single)	Open
Tender Category (Services/ Goods/works)	Services
Purchaser	EdCIL (INDIA) LTD., NOIDA
The Currency in which payment shall be made	Indian Rupees (INR)
Estimated Cost	Rs. 12,00,000/-
Date of Issue/Publishing	10-03-2022
Last Date and Time for receipts of Bids	16-03-2022 up to 15:00 Hrs.

Date and Time of Opening of Bids	16-03-2022 at 15:30 Hrs.
No. of Covers (1/2/3/4)	02 (Two Packet)
Bid Validity days (180/120/90/60/30)	60 days (From last date of opening of tender)
Address for Communication	HOD (HR) EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P.-201 301, Ph. No.: 0120-4156001
Contact No.	0120-4156001,002,4154003, 0120-2970206,207
Email Address	abhinaykumar@edcil.co.in , "Edcil Support" <edcilsupport@edcil.co.in>

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page and details mentioned in the tender document. Aspiring bidders who have not get registered in e-procurement should get themselves register/enroll before participating in e-tendering process. Interested bidders are advised to go through instructions provided at "Instructions to Bidders for e-tendering."
3. No manual bids shall be accepted. Bids should be submitted in the E-Tendering mode only.
4. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. The Corrigendum/addendum is the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document. Bidders are advised to visit EdCIL e-tender web page regularly to update themselves for any notifications for this tender.

HOD (HR)
 EdCIL (India) Limited,
 18 A, Sector-16A, Noida-201 301
 Tel: 0120-4156001, 0120-4154003,
 0120-4310840, 0120-2970206,207.

CHAPTER- II

Offline and Online Bid Submission Documents

1. Offline Submissions:

1.1 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.

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

I. Original EMD amount in the form of Demand Draft/Bank Guarantee. In case the bidders take exemption under MSME, necessary documents for MSME registration to be enclosed.

II. Original copy of the power-of-attorney, wherever required.

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

2. Online Submissions:

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

Envelope (Following documents to be provided as single PDF file) *file size shall be less than 5 MB each.			
Sl. No.	Documents	Content	File Types
1.	Techno-commercial Bid	Organization Declaration Sheet as per Annexure-I	.PDF
2.		Supporting documents in support of all claims made at Annexure-II, III, IV, V, VI, VIII, IX,	.PDF
3.		Corrigendum/ Addendum are also to be signed and uploaded.	.PDF
4.		Financial Bid form	.PDF
5.		Price Bid (to be filled in Excel Sheet and Submit Online)	.xlsx

Note: As far as possible, Bidders are requested to ensure proper scanning of the documents so that the same are in a readable position.

CHAPTER-III

TERM OF REFERENCE & DEFINITIONS

Supplier	“Supplier” shall mean the successful agency/ bidder, firm or corporation to whom the Purchase Order is issued.
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/Tender	"Bid" means the response to this document presented in Single Packet, Technical Cum Commercial 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/Tenderer	“Bidder” means any manufacturer/ individual/ proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	“The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder 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.
TENDER	“ TENDER ” means the Request for Proposals
Goods and Materials	“Goods and Materials” shall mean the articles, materials, Machines, tools equipment, Furniture Items, IT-equipment, supplier’s drawings, data and other property and all services-including design, delivery, installation & inspection support specified or required to complete the order and incidental thereto.
Order	“Order” shall mean the Purchase/ Work Order and its attachments and exhibits.

Purchaser	“Purchaser” shall mean EdCIL (INDIA) LTD., NOIDA.
Consignee	“Consignee” shall mean Authorized Representative of EdCIL (India) Limited / Authorized representative of Client.
GST	Goods and Services Tax
EPF	Employee Provident Fund
ESI	Employees State Insurance.
MSME	Micro, Small and Medium Enterprises.
NSIC	National Small Industry Corporation.
GOI	Government of India.

CHAPTER-IV

INSTRUCTIONS FOR E-TENDERING

1. Instruction for Online Bid Submission:

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

Registration charges for 1 year	Rs. 2000/-
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(Exclusive of taxes, levies, etc.) Which can be paid online using the e-

payment gateway to KEONICS through the portal address mentioned above? The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- I. Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.
 - II. Bidders are advised to change the password immediately on receipt of activation mail.
 - III. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
- 8). Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 9). Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
- a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101
 - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.

Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com.

2. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. SUBMISSION OF BIDS

- I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the EMD as applicable through demand draft/BG of Nationalized Bank as per tender condition in favour of “**EdCIL (India) Ltd**” payable at **Noida** and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- V. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & 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

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	080-40482100/9964074577/9650520101
E-mail ID	harishkumar.kb@etenderwizard.com ratant.hakur@etenderwizard.com varun.b@etenderwizard.com & cc to: abhinaykumar@edcil.co.in

5. MINIMUM REQUIREMENTS AT BIDDER’S END

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

Note:

The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

CHAPTER-V

INSTRUCTIONS TO BIDDERS

1. **Due date:** The tender has to be submitted before the due date & time as mentioned in the NIT or any later notification/corrigendum.
2. **Preparation of Bids:** The offer/ bid shall be submitted in Single packet system (i.e.) Technical cum Financial bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise rate for the items mentioned in the technical bid in the given PDF format.
3. **EMD:**
EMD (earnest money deposit) of **Rs. 25,000/- (Rs. Twenty Five thousand only)** shall be submitted separately in the form of Demand Draft from the Nationalized bank in India. The Bid sent without EMD would be considered as NON-RESPONSIVE and will not be considered.

(The EMD will be returned without any interest or liability to the unsuccessful bidders immediately after the award of contract to the successful bidder).

Note: Bidders registered with MSME are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI. applicable as on the date of NIT.

4. **Refund of EMD:**
 - I. The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
 - II. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
 - III. In Case of Successful Bidder, the EMD shall be refunded after submission of 3% Performance Bank Guarantee from a Nationalized bank operating in India.
5. **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason. EdCIL also reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder. Final decision of EdCIL shall be binding on the bidder.

6. PRE-QUALIFICATION CRITERIA:

(Documents must be provided in support of the following PQ Criteria otherwise bids will be summarily rejected)

S. No.	PQ CRITERIA	Supporting Documents required
I.	<p>The bidders should be a company, registered under Indian Companies Act, 1956/2013 or a partnership firm, registered under the Indian Partnership Act or a proprietary concern in India for more than five years from the date of NIT of this tender and should be in business of HR,</p> <p>The company should be working for providing Human Resources for at least five years.</p>	Copy of certificate of incorporation/ any other legally valid supporting document.
II.	<p>The average annual turnover of the bidder firm should be minimum Rs 50 lakh (Rs. Fifty Lakhs only) during the last five financial years (2016-2017, 2017-2018, 2018-2019, 2019-20, 2020-2021). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last five financial years as above. The agency should have overall average positive profit for last 5 years. A registered CA's certificate indicating turnover statement for the relevant period is also to be accompanied.</p>	Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts for the relevant years.
III.	<p>Company should have running work orders of 2 reputed business firms with turnover Rs 50 Crores or more.</p>	Copies of work orders .
IV.	<p>Company should have successfully completed at least one similar nature of work in each of last five years (2016-2017, 2017-2018, 2018-2019 & 2019-20, 2020-2021). i.e. deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Banks/State Govt. Departments/ Autonomous /Statutory Bodies/Corporations /reputed private firms</p>	Copies of work orders / completion certificates. In case of non-availability of completion, final bill copy submitted by the bidder to the client can be submitted as proof of completion of work.
V.	<p>Company should have minimum 5 staff of HR experts with 5 years plus experience</p>	List of manpower with proper details and their self-attested Resumes to be submitted.

Notwithstanding anything stated above, the Consignee/ 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 the work by EdCIL.

7. Performance Security:

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 (Fifteen) days from the date of receipt of Purchase Order. The Performance Bank Guarantee should be issued by a Nationalised Bank in favour of "EDCIL India Limited, NOIDA". 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

This guarantee shall be valid for a period of **90 days beyond contract period.**

8. SERVICE DELIVERY:

Service Commencement shall be within 15 days from the date of letter of intent/work order issued. If any of the conditions, as per the tender/contract, are not met, the successful bidder / agency /contractor will be blacklisted and will not be considered for future proposals.

9. SCOPE OF JOB/SERVICES

The Scope services shall include (but not limited to)

- i) The service provider shall provide resumes of candidates to the client basis the requirements shared.
- ii) Client can reject shortlisted candidates for valid reasons as per the job requirements shared with the service provider.
- iii) In case of selection of a particular candidate, the client shall duly inform the service provider of the same. Furthermore, if the client hires any candidate of the service provider, in a span of 6 months from the date of contract, the client becomes liable to pay the agreed fees to the service provider.
- iv) If the candidate resigns or gets terminated within 90 days from the date of joining, the Service Provider will replace the resource/person free of charge, subject to the invoice having being paid.

10. Payment Terms:

1. The consultancy fees shall be processed as per the invoice submitted by the service provider/bidder within 30 days of the receipt, subject to the documents being found in order.
2. The rates quoted by the bidder shall include costs and expenses on all counts viz. consulting fees, sourcing fees, incidentals etc. whichever applicable.
3. Taxes to be quoted separately as per applicability, all the proof for tax payment claimed in the bill to be provided to EdCIL for records.

4. Payment of bills shall be tendered to the bidder in electronic mode (e-payment) through any of the designated banks. The bidder will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. Corporation reserves the right to make payment in any alternate mode also.
5. The payment will be made within 30 days of receipt of Bills from our Noida Corporate office.

11. DEFECT LIABILITY PERIOD

The service provider shall guarantee the joined candidate remains in service for a period of 03 months from the date of joining. Any defect that may arise or lie undiscovered at the time of joining shall be rectified by the service provider at its own cost by providing a replacement candidate at the earliest possible.

12. Liquidated Damage:

The agency to which the job will be awarded, is expected to complete the job within the timeline. If the completion period exceeds the stipulated time as defined in the tender, a liquidated damage @ 0.5% per week subject to maximum of 3% contract value will be imposed.

13. OTHER TERMS & CONDITIONS:

1. The Bidder must have valid license for doing the work, if any required under government guidelines during the entire contract period.
2. The bidder will carry out the jobs as or the specification of the EdCIL and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, EdCIL shall intimate the same, to the bidder, who will in turn attend to such complaints promptly.
3. If the Bidder anticipates that he will not be able to complete the work within the contractual delivery / completion date (CDD), then the Bidder shall make a request for grant of time extension clearly specifying the reasons for which it seeks extension of time and demonstrating as to how these reasons were beyond the control of the bidder or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date. However, granting of extension shall be taken up at the discretion of EdCIL.
4. The Bidder shall indemnify the EdCIL and every member, officer and employee of the EdCIL against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner for or in respect of or arising out of any failure by the Bidder in the performance of his obligations under the contract.

5. Should the circumstances arise, which called for amendment to this agreement, these may be made by mutual consent given in writing.
6. The decisions of EdCIL with regard to any disputes arising out of this work shall be final.
7. EdCIL reserves the right to terminate the contract by giving one-month notice.

14. NON-DISCLOSURE OF CONTRACT DOCUMENTS:

Except with the written consent of EdCIL, the vendor shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party, other than tax or government regulatory authorities.

15. SUB-CONTRACTING

No subcontracting of this development work or its part is permitted without prior approval by EDCIL. Any document/ drawing of a part may be handed over to sub-Bidder only with written approval of EDCIL. All documents/ drawings/ certificates submitted by sub-Bidder shall be duly approved by the BIDDER. In any case, BIDDER will be responsible for any work done by the sub-Bidder, wherever permitted by EDCIL.

16. Force Majeure:

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

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

17. Resolution of Disputes: The dispute resolution mechanism to be applied pursuant should be as follows:

- I. In the event of any question, dispute and/or difference whatsoever arises or will arise under this Agreement or in connection therewith including any questions as to existence, meaning and interpretation of any Clause of this Agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultations between the parties to this Agreement.

- II. In case of Dispute or difference arising between the Consignee and a domestic supplier relating to any matter arising out of or connected with this agreement not settled by mutual discussion as per above clause; such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- III. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- IV. The venue of the arbitration should be the place from where the order is issued.
- 18. Governing Language**
The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.
- 19. Applicable Law**
The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction.
- 20. Notices**
- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
 - A notice should be effective when delivered or on the notice's effective date, whichever is later.
- 21. Taxes**
Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee/ EDCIL. EdCIL shall not make any payment towards any taxes or any other incidental charges payable by the supplier for supply of material up to the place of delivery.
- 22. Disputes and Jurisdiction:** Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

- 23. Compliance:** The bidder to comply with the technical specifications as given in the BOQ.
- 24. Award of Contract:**
- I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
 - II. EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified in Clause: 6 of Chapter: V are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in Clause: 6 are no longer met by the Bidder whose offer has been determined as first rank.
- 25. Rates in Figures and Words:**
- Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- In the case of any tender where unit rate of any item/items appear unrealistic, such tender / item(s) will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender/ item(s) is liable to be disqualified and rejected.
- 26. Acknowledgement:** It is hereby acknowledged that bidders have gone through all the conditions mentioned above and bidders agree to abide by them.

CHAPTER VI
ANNEXURE-I
<< Bidder's Organization Letter Head >>
DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

The rates quoted in the financial bids are subsidized given to EdCIL INDIA LTD.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE bidder/Agency
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GST Number	
7 PAN Number	
(In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 MSME Details i. Registration No.	
ii. Gender	
iii. SC/ST	
11 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	

b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name: _____

Seal of the Company

Annexure II

LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE BIDDER)

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

Sir,

SUBJECT- Undertaking the job for providing Young Professionals for various profiles for the client/s of EDCIL

This bears reference to EdCIL NIT No. **A-12023/8/2021-22-HR&A** Dated **10.03.2022**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

The above document is executed on ___/___/2022 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:

ANNEXURE III

UNDERTAKING

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

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

Authorized Signatory

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

ANNEXURE IV

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

Tender No.:

Name of Work:

Bidder's Name:

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

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

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

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

Place: Date:

Signature of Bidder Name of Signatory

ANNEXURE V

Annual Average Turn Over: -

Sl. No.	Financial Year	Annual Turn over
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
4.	2019-2020	
5.	2020-2021	
	Average of past Five F.Y.	

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

ANNEXURE-VI

Details of Projects Completed During Last 5 years

Name of the Firm:

S. No.	Name of the Projects	Order No. & Date	Description & Quantity of ordered items	Value of Order	Date of Start	Scheduled Date of Completion	Actual Date of Completion	Reason for Delay, if any
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

ANNEXURE-VII

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 2021.

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 favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

ANNEXURE-VIII

LETTER OF BID SUBMISSION

To,

HOD (HR)
EdCIL (India) Limited,
Ed.CIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

SUBJECT- Undertaking the job for providing Young professionals for various profiles for the client/s of EDCIL

-Submission of Bid -

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S. No.	Name of Work	Certificate From

4. Earnest Money Deposit amounting to Rs. ----- in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.

Enclosures:

Date of Submission :

ANNEXURE-IX
TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

Name of the proposed designations	Eligibility Criteria: (Educational qualification and experience)	Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	No of Posts	Remarks
Young professionals	<p>The YPs to be engaged should be B.Tech/M.Tech or Masters in non-technical courses from Institutions of National Importance(IITs/IIMs/IIITs/NITs etc)/Institutions of Eminence ; or Master's degree in relevant subject, B.E/B.Tech/LLB/LLM degree holder from Top 50 Institutions in NIRF ranking under University category.</p> <p>Background in research, published papers, Data Analytics, report writing, policy making/Scheme Rollout, Impact Assessment, Field Surveys, Appraisal of Government Schemes and competency/proficiency in computer and IT Tools, i.e. MS Word, Excel, Power point, etc. shall be desirable qualifications.</p> <p>They may also have background in research, data analytics, worked on policy making, appraisal, field surveys , impact assessment etc for and on behalf of the govt or independently as part of think tank etc.</p>	Rs. 70,000/-	1Year	12	Medical Fitness Certificate required for joining.

ANNEXURE – X

Name of the Bank: _____

To

EDCIL (India) Limited, Noida

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chairman and Managing Director, EDCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “**EDCIL (India) Limited**” 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) Limited, Noida an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EDCIL (India) Limited.
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) Limited through the Director, EDCIL (India) Limited 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) Limited 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) Limited 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) Limited 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) Limited certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EDCIL (India) Limited 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) Limited 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) Limited If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EDCIL (India) Limited the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the EDCIL (India) Limited that the EDCIL (India) Limited 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 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) Limited or any indulgence by the EDCIL (India) Limited 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) Limited in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EDCIL (India) Limited Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the Day of For

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No. -----

1

Full Address-----

2.

ANNEXURE-XI

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2021, 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 “Undertaking the job for providing suitable HR resources for various profiles for EdCIL, and its clients ” for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document no. / 2021 Dated 2021.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document no. dated2021 at a competitive rate in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

3. Commitments of Bidders

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in

relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. as Earnest Money with the EdCIL through Account Payee Bank Draft or Bank Guarantee (BG) in favour of EdCIL (India) Limited.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including 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 the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

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

any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.

x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. INDEPENDENT MONITORS

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 EDCIL, designated by the EdCIL.

7.6 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.

7.7 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.

7.8 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.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall 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. **EdCIL/EIS&EPS/PROC/2021/01 dated 13/04/2021** 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.

11.2 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.

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

b) _____

c) _____

Witness

1. _____

2. _____

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

Annexure XII

CONTRACT FORM

THIS AGREEMENT made the day of 2021 between (Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of **EDCIL India Limited, Noida** of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchase is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Prize in words and Figures) (Hereinafter called "the Contract Rate")

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] Financial Bid.
 - [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The Consignee's Notification of Award/ Purchase Order
3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact rates 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.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

S. No.	Brief Description of Goods & Services	Quantity to be supplied	Unit Rate	Total Rate	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said (For the Consignee)

In the presence of

Signed, Sealed and Delivered by the

Said (For the Supplier)

in the presence of

CHAPTER-VII

FINANCIAL BID

Instructions to Bidders

1. Financial Bid shall be submitted online with full price details filled as per the Format.
2. The Bidder should quote for all the items listed in this document online. In case, the Bidder/s does not quote for all the items, the Bid shall be treated as incomplete and shall be rejected summarily.
3. The bid shall be evaluated on total value of all items as shown in summary and supply order shall be placed to a bidder as a composite bid.
4. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. Price should be firm for any positive or negative variation.
5. Price bid has to be filled online on EdCIL's E-tendering Portal. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

FINANCIAL BID SUBMISSION FORM

To:

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

Dated: ___/___/2022

Dear Sir,

We, the undersigned, offer to provide “**Undertaking the job for providing Young professionals for various profiles for the client/s of EDCIL.**”. In accordance with your request for proposal dated ___/___/2022.

Our Financial Bid submitted online shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

Yours sincerely,

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

PRICE BID FORMAT (Prices to be filled in excel sheet)

SUMMARY OF FINANCIAL BID

S. No.	Description of Items	Rates of services/Agency charges in Percentage (%) (up to two decimal point only) to be charged
1.	Providing of young professionals as per annexure VIII of tender document	
FORMAT ONLY		
	Signature of bidder
	Name & Address
	Date
Note:		
i)	<i>The bidders who quote unrealistic rate of service charges i.e. '0'% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.</i>	
ii)	<i>The bidders are required to quote only service/agency charge which represents administrative/management charges/other costs.</i>	