



## **EdCIL (INDIA) LIMITED**

(A “Mini Ratna Category – I” Public Sector Enterprise)  
An ISO 9001 : 2015 & 14001 : 2015 Certified Company  
EdCIL House, 18A, Sector 16A, Noida – 201301 (U.P)

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[Tender No.:EdCIL/HR & ADMN./2022-23 (2)/Manpower Outsourcing Agency dated 28.09.2022]

e - TENDER DOCUMENT

For

ENGAGING AN AGENCY FOR  
Works and Services in the Office Management, Academic, Administration &  
related activities at EdCIL

**General Manager (HR & Admin.)**

**EdCIL (India) Limited**

(A “Mini Ratna, Category - I” CPSE of Govt. of India)

EdCIL House, 18A, Sector 16A,

Noida – 201301, U.P. (India)

Tel: 0120 – 4156001,4156002, 4154003 Fax : 0120 2970209

Website: [www.edcilindia.co.in](http://www.edcilindia.co.in)

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## CHAPTER-I

### **Notice Inviting Bid for engaging an Agency for outsourcing of Works and Services in Office Management & administration activities for EdCIL**

EdCIL (India) Limited, is a “Mini Ratna, Category - I” CPSE of Govt. of India” Public Sector Enterprise under the administrative control of the Ministry of Education, Government of India. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas. The Company has in the recent past registered rapid growth with the turnover having Rs. 432 approx. crores in FY 21-22.

Clients of EDCIL include mostly State and Central Govt. Departments including MoE, PSUs and Autonomous bodies including NCERT, Kendriya Vidyalaya Sangathan and Navodaya Vidyalaya Samiti.

#### **Service Spectrum**

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

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

- I. Online Testing and Assessment Services**
- II. Educational Infrastructure Management**
- III. Educational Procurement (Lab Equipment, IT products, Furniture etc.)**
- IV. Digital Education System**
- V. Advisory Services**
- VI. Overseas Education Services**
- VII. TSG (Technical Support Group)**

This e-tender is issued by the EdCIL (India) Limited to obtain bids from reputed and experienced Firm for supply of high skilled / skilled / semi-skilled / unskilled manpower (support staff) on contractual basis to EdCIL.

**Proposed Schedule for invitation to Tender (Tentative)**

1.	Tender issuing authority	General Manager (HR & Admin.) EdCIL (India) Ltd. (A govt. of India “Mini Ratna Category-I” Enterprise) Plot No. 18A, Sector-16 A Noida-201308 (U.P.) Phone – 0120-4156001 / 4156002 / 4154003, Fax – 0120 – 2970209
2.	Date of Bid document to be available on EdCIL’s website: <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a> and CPP Portal	Date : 28.09.2022
3.	Last date and time for submission of tender documents	Date : 18.10.2022 (up to 1500 hrs.)
4.	Date and time of opening of Technical Bid	Date : 18.10.2022 (at 1530 hrs.)
5.	Date and time of opening of Financial Bid only for those who are found technically responsive	Date : 18.11.2022 (at 1530 hrs.)

EdCIL reserves the right to reject the whole or part of any or all bids received, without assigning any reasons. EdCIL reserves the right to ask for additional document / clarification/information or allow relaxation in documents. The copy of e - tender document, for information purpose, may be downloaded from our website [www.edcilindia.co.in](http://www.edcilindia.co.in) and CPP Portal.

## CHAPTER-II

### INSTRUCTIONS FOR E-TENDERING

#### 1. Instructions for Online Bid Submission:

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 made e-tendering mandatory.

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 web site. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

#### Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL(India) Limited has adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, preparing 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 in internet service being used by the bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website/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 agencies (Bidders can see the list of licensed Certifying Agencies from the link [www.cca.gov.in](http://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 <http://www.tenderwizard.com/EDCIL> to have user ID & password by submitting non-refundable annual registration charges as follows:

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

(i) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.

(ii) Bidders are advised to change the password immediately on receipt of activation mail.

(iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to anyone and safeguard their secrecy.

- 8) Submit your bids well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
- 9) Bids should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
- a) For online registration, intended bidders may write us at [harishkumar.kb@etenderwizard.com](mailto: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.
- c) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:-[harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ratan.thakur@etenderwizard.com](mailto:ratan.thakur@etenderwizard.com), [Abhishek.@etenderwizard.com](mailto:Abhishek.@etenderwizard.com).

## 1.1 PREPARATION OF BIDS

- I. **Bidders should take into account any corrigendum/addendum published on the portal before submitting their bids.**
- II. **Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.** Please note the number of covers in which the bid documents have to be submitted, the number of documents (including the names and content of each of the document) that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, these can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

## 1.2 SUBMISSION OF BIDS

- I. Bidders 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 they upload the bid in time i.e. on or before the bid submission deadline. Bidders will be solely responsible for any delay in uploading of bid within the stipulated time.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay EMD as applicable through demand draft/BG as per tender condition in favour of **“EdCIL (India) Ltd”** payable at **Noida** and enter details of the instruments. Original demand draft/BG for EMD are required to be submitted.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format

is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.

- V. The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no., date & time of submission of the bid and all other relevant details.

### 1.3 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 below given numbers/email.

Telephone/ Mobile/ E-mail ID	<p>Vendors' Training Program: Vendors are requested to contact Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <p>a) For online registration, intended bidders may write to us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> or contact no. 080-40482100/9964074577/9650520101.</p> <p>b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender, please contact Tender wizard Helpdesk.</p> <p>Telephone: 080-40482100/9650520101/9964074577 or write to us mail on Email:Id:- <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a>, <a href="mailto:ratana.thakur@etenderwizard.com">ratana.thakur@etenderwizard.com</a>, <a href="mailto:abhishek.ps@etenderwizard.com">abhishek.ps@etenderwizard.com</a> &amp; cc to: XXXXXXXX</p>
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### 2. Offline Submissions: (AS PER TENDER REQUIREMENT)

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 Bid Fee and EMD Security in the form of Demand Draft.
- b) Original copy of the power-of-attorney
- c) Pass Phrase for all bid parts i.e. Technical and Financial Bids.

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



### **3. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

### **4. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:** While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

## **5. MINIMUM REQUIREMENTS AT BIDDER'S END**

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signature Certificate(s)

### **Note:**

- I. 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.
- II. All envelopes should be securely sealed and stamped.
- III. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

## CHAPTER-III

The scope of work and terms and conditions of the tender are following:

### 1. INTRODUCTION

EdCIL(India) Limited is a Mini Ratna “Category – I” Public Sector Enterprise under Ministry of Human Resource Development, Government of India. EdCIL offers consultancy and technical services in different areas of Education and Human Resource Development within the country and to other countries as well.

EdCIL needs the services of highly reputed, well established and financially sound Firm for providing works, services in office management, academic, administration and related activities at EdCIL office. Such activities may be extended to its offices, Project Offices on the need basis.

### 1. SCOPE OF WORK

The scope of the work shall include works and services related to office management, administrative, academic and related activities of EdCIL. Preparation and drafting of communications – letters, circular, notices etc. for various authorities, support services in the management, handling clients at front office, assisting for travel arrangements for officials, assisting for logistics, assistance in preparation of pay roll, assistance & support services in the noting and drafting of purchase requirements, assistance and support in finance for accounting, support in budget, financing applications such as Tally; in regard to arithmetic calculation (using XL) arriving logical analysis in the desired tabulations. In addition to above, provide services as per needs in the office. The number of such manpower may increase or decrease as per the requirement in EdCIL.

- 2.1 The service provider has to extend such services of resources for undertaking above activities, at its offices, project sites under various categories, as per **Annexure-I** (these shall not be limited).
- 2.2 The resources so deployed shall be governed by leave rules as per standard practices, however guidelines to be followed as per **Annexure-II**.
- 2.3 Generally, services of the resources are required at defined location(s) only. In case need arises for sending the outsourced staff for outstation duties, modalities for doing so will be worked out by EdCIL.
- 2.4 In performing the terms and conditions of the Contract, the Firm shall, at all times, act as an independent Agency. The contract does not, in any way, create a relationship of “principal and agent” between EdCIL and the Firm. The Firm shall not act, or attempt, or represent itself, as an agent of EdCIL. It is clearly understood and accepted by both parties that this agreement between the parties, evidenced by it, is on a principal-to-principal basis, and nothing herein contained shall be constructed, or understood, as constituting either party hereto, the agent or representative of EdCIL under any circumstances. The employees of the Firm shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of EdCIL.

### 3. DURATION OF CONTRACT

The duration of the contract will be for a period of 2 years, which may be extended by another period of 2 years based on the performance of the agency and requirement of EdCIL.

#### 4. ELIGIBILITY CRITERIA

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company engaged in the job of man power supply.	Certificate of incorporation
2	The agency should have at least 10 years experience in the relevant field having provided services to reputed organizations/PSU/Autonomous Bodies /Govt. of India/MNCs	Copy of work/service orders/ Agreements
3	The bidder must have provided similar services of at least 3000 (Three thousand) manpower in the financial year 2020-21 and a gross of 10000 (Ten thousand) people in the last three financial years (i.e. in 2018-19, 2019-20 and 2020-21) to Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies, Private organizations etc., in India.	LOA/Agreement/Work Order
4	The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation.	Copy of EPF &ESI registration Certificate (s)
5	The agency shall have PAN No., GST Registration No.	Copy of PAN and GST Registration Certificate
6	The agency should currently have minimum 10,000 manpower on its payroll (deployed to its client organisation).	Certificate from Company Secretary
7	The agency should have IT/ERP enabled payroll and administration for the outsourced employees.	Self certificate indicating the software used for payroll and administration for the outsourced employees. Certification of payroll software by the agency who design & developed it.
8	Company should have ISO Certification	Copy of valid ISO Certificate
9	The bidder should have average annual turnover of Rs. 10 Crore (Rs. 7.5 Crore for MSME Registered Agencies) in last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21)	Copy of audited P & L accounts and Balance Sheet
10	Contractor License for employment of minimum 100 manpower personnel issued by the Labour Department.	Copy of valid license issued by Labour Department at Noida / NCR of Delhi
11	The bidder should not have been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government / PSU / Autonomous Body on the date of submission of bid.	Undertaking as per proforma (The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)

12	The agency should have PAN India Presence with offices in all metro cities.	Self Certificate indicating the complete address with contact details of those offices
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**Note:**The bidder to mandatorily submit suitable documents indicating proof of compliance against each of the eligibility criteria as above in **same sequence**.

## 5. Deposit of Earnest Money

- a. Tenders submitted without Earnest Money deposit shall be rejected.
- b. The Bidder shall be required to deposit Earnest Money of Rs.1,68,000/-(Rupees One Lakh Sixty Eight Thousand only) through Bank Draft/Pay Order drawn in favor of EdCIL (India) Limited, Payable at Noida/Delhi drawn on any Nationalized Bank. The EMD must accompany the Technical Bid otherwise the offer shall not be considered. However, Bidder registered with NSIC and MSME are exempted from payment of EMD (Copy of the Exemption Certificate must be attached if exemption from EMD is claimed).
- c. The EMD shall remain deposited with EdCIL till the period of validity of offer.
- d. No interest shall be payable by EdCIL on EMD.
- e. The EMD deposit is liable to be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect, within the period of validity of this offer.
- f. The EMD of the successful tenderer shall be returned after the performance bank guarantee is furnished by him.
- g. If the successful tenderer fails to furnish performance bank guarantee of 10% of total annual contract value, the EMD shall be liable to be forfeited by EdCIL and EdCIL will have the choice to award the contract to the second lowest bidder.
- h. The successful bidder has to sign an agreement as per **Annexure-IV** on Non-judicial stamp paper of Rs. 100 within 15 days from the date of the award of the contract.
- i. In case, if the Agency fails to deploy the required manpower against the work order/the initial requirement of EdCIL, within 30 (thirty) days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
- j. The EMD of unsuccessful Bidder will be refunded as per provisions of GFR.

## 6. SUBMISSION OF BIDS

- a) Technical bid should not include any financial information. Technical bid containing financial information shall be declared non-responsive and shall be disqualified.
- b) The cover prepared should indicate clearly the name and address of the bidder to enable the documents to be returned unopened in case it is received "Late" or due to any other reason.
- c) The offer/bid shall be submitted in two bid systems (i.e.) Technical bid and Price bid. The technical bid shall consist of all technical details along with commercial

terms and conditions. Price bid shall be submitted as per the format provided in PDF.

- d) Technical bid, Price bid and Earnest money must be prepared as per instructions provided in this section.
- e) Bidder should take into account any addendum/corrigendum published on the tender document, on the relevant website, before submitting their bid.
- f) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- g) The Bidder must furnish earnest money for Rs.-----/(Rupees -----Only) in favour of **EdCIL India Ltd.** "Payable at **Noida/Delhi** in the form of Demand Draft, failing which the bid will be rejected. MSME registered with NSIC having valid up to date registration certificate are exempted from EMD.

#### **7. Cost of the tender:**

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired.

EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

All information asked for should be provided at the time of submitting the offer, otherwise the bid is liable to be rejected.

The bid offer should remain valid for a minimum period of 90 (ninety) days from the date of opening of the tender.

#### **8. Clarification on tender:**

A prospective bidder requiring any clarification on tender document may submit queries to the issuing officer in the following format to be received before the date of pre-bid conference:

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

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and also send a clarification mail to the bidder at the email ID communicated. Bidders are advised to see the clarifications/amendments given by EdCIL during the bid process.

#### **9. Language of RFP:**

The RFP prepared by the Bidder and all correspondence and documents relating to the RFP exchanged by the Bidder and the Client, shall be written in the English language. The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of

the Contract, this translation shall govern. The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### **10. Authorized Signatory:**

- The bid document should be digitally signed by the authorized representative of the bidder.
- The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.
- Unsigned & Un-stamped bid shall not be accepted.
- All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents

#### **11. Late Bid:**

Any bid received by EdCIL after the specified time and last date for receipt of bid prescribed by EdCIL shall be rejected.

#### **12. Preliminary examination:**

At the time of opening of the bids that have been received from the bidders, EdCIL will undertake a preliminary examination of the bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not responsive will be rejected by EdCIL.

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted but the same should not change the essence of the quote and not making an ineligible bidder eligible. The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative

#### **13. Consortium**

No consortium will be entertained by EdCIL.

#### **14. SELECTION OF SUCCESSFUL BIDDER**

The successful Firm / Bidder would be selected on the basis of least commission rate, on the gross pay payable to the outsourced personnel and sourcing fee quoted by the bidder.

#### **15. TERMS AND CONDITIONS**

15.1 The Firm as and when so requested by EdCIL, will provide the outsourced manpower personnel at the premises of EdCIL, or at any other office, as may be required by EdCIL, at the agreed rates. The essential qualifications/skills/ experience and the tentative numbers of personnel requirement at present is enclosed as **Annexure-I**.

- 15.2 Candidates will be examined **by EdCIL** for suitability for performing the defined functions by EdCIL. It shall be the responsibility of the Manpower Service Provider to verify the qualifications, credentials and experience indicated by the hired staff in their profiles. EdCIL also reserves the right to verify and cross check the credentials and qualification of the hired staff. If during the course of engagement, it comes to notice that any hired staff has misrepresented the facts about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall have to provide suitable replacement within 15(fifteen) days.
- 15.3 If the performance of the hired staff is found unsatisfactory, EdCIL shall give a notice of 15 (fifteen) days to the Firm to take necessary action to improve the performance of the concerned staff, and if his/her performance does not improve even after 15 (fifteen) days of such communication, the Manpower Service Provider shall provide a replacement acceptable to EdCIL within next 15 (fifteen) days.
- 15.4 The Firm shall be liable for all pay/salaries to the hired staff, and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), compensations etc., including payments/contributions towards all statutory dues connected to and/or related to the employment of the staff sent to EdCIL, and shall keep EdCIL indemnified at all times and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law or as provided herein. An undertaking to this effect will have to be signed by the Agency / Manpower Service Provider soon after the placement of order on him.
- 15.5 The Firm shall make actual disbursement of salaries to all the outsourced persons in various categories, as agreed by EdCIL, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by EdCIL.
- 15.6 The engagement of Firm shall be subject to providing the agreed services to the continuous satisfaction of EdCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by EdCIL on giving a notice of 1 (one) month period.
- 15.7 The Firm shall not terminate the services of hired staff unilaterally. In case any of the hired staff is proposed to be replaced / terminated by the Firm, such action should be taken only after written approval of EdCIL. Violation of this clause will attract a penalty of Rs. 15,000/-(fifteen thousand) per case plus applicable GST.
- 15.8 The agency shall not charge any fees for transfer of manpower from existing agency(ies).
- 15.9 The duration of the contract will be for a period of 2 years, which may be extended by another period of 2 years based on the performance of the agency and requirement of EdCIL.



- 15.10 On expiry, or earlier termination of this contract, due payment if any, shall be released only after receipt of proof of all statutory dues paid and disbursement of salary and other payment to the supplied manpower.
- 15.11 Expiry, or earlier termination of this Contract, will not prejudice any rights of the parties that may have accrued prior thereto.

## **16. PAYMENT TERMS**

- 16.1 The payment(s) to be made are subject to deduction of tax(s), cess leviable by any Government, as per rules from time to time, and will be made against the Bill raised, taking attendance of resources deployed under consideration from the 21<sup>st</sup> to 20<sup>th</sup> of the following month, on doing the assigned work, subject to submission of disbursement of payment to the manpower deployed, and proof of statutory challans.
- 16.2 The Firm will ensure that before raising the bill(s) on EdCIL, for the services rendered by the temporary/outsourced person(s), the remuneration/wages payable to temporary person (s) is paid on or before the 7<sup>th</sup> day of the following month and proof of payment shall be annexed to the next monthly bill. In case of any delay, shall be notify in writing beyond which the EMD, BG will be forfeited and paid to the next salary of such resources deployed.
- 16.3 The Firm shall make the payment to the supplied manpower by depositing agreed payment in their bank account by NEFT/ECS/RTGS.
- 16.4 On award of the work, the Firm shall submit the breakup of monthly CTC in various components, including in statutory provisions.
- 16.5 It will be ensured that applicable Government minimum wages rules are complied against the employees engaged by the Agency. In case there is an increase in the minimum wages, the wages being paid to the outsourced staff will be increased accordingly.
- 16.6 The Firm shall submit the proof of payments to the employees, and to statutory authorities, on a monthly basis by 15<sup>th</sup> of the following month, failing which EDCIL reserves the right to withhold the payment of the month in question.
- 16.7 The Firm shall indemnify and keep indemnified and save from harm, the EdCIL from all losses, damages, statutory compliances claims, suits or action which may arise out of or result from any injury/death during the course of employment of manpower and against all demands actions, proceedings, losses, damages, recoveries, judgments, which may be made or brought by manpower against the EdCIL.
- 16.8 The Firm shall provide documentary evidence, to the satisfaction of EdCIL, of submission of applicable statutory payments towards PF, minimum wages ESI etc. with the appropriate statutory authorities, in the accounts of the outsourced personnel.
- 16.9 The bidder shall have to produce a certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

**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 timeline, a liquidated damage @ 0.5% per week subject to maximum of 5% contract value will be imposed. GST will be charged extra to the penalty amount.

## 17. OBLIGATIONS OF THE MANPOWER SERVICE PROVIDER

17.1 The Firm will continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by EdCIL.

17.2 The Firm shall comply with all the statutory requirements, and rules and regulations applicable for engagement of outsourced persons for the client (i.e. EdCIL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land, and will have to submit a signed undertaking to this effect to EdCIL.

17.3 The Firm shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it, including those of PF, ESI, Workmen Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, etc.

In case of breach of any law/rules/notifications, applicable to the engagement of employees by the Firm, the Firm alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract. The Firm shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to EdCIL regarding such compliance. An undertaking will have to be given by the Firm that only he/it will be responsible for any lapse in this regard.

17.4 The Firm shall decide the modus operandi for engagement of resources to be deployed by it for rendering proper and efficient services, confirming to the prescribed standards of EdCIL. The Firm shall submit a copy of the appointment letters issued by it to the outsourced person(s) engaged in the office of EdCIL for discharging the defined activities/functions.

17.5 No cognizance shall be given to the personnel engaged by the Firm for EdCIL, as a relationship of “employer and employee”.

17.6 The Firm shall ensure that all such resources/personnel employed by them for the services are efficient, skilled, honest and conversant with the nature of work requirement of EdCIL.

17.7 The Firm shall submit the **qualification certificates** and experience certificates of the outsourced persons, regarding the work done by them in the last two years, and shall also verify and certify their satisfactory character and antecedent records.

17.8 The Firm alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on EdCIL. Under no circumstances EdCIL shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the Manpower Service Provider, for any purpose, whatsoever, nor would EdCIL be liable for any claim(s), whatsoever, of any person(s) of the Manpower Service Provider. The Manpower Service Provider shall keep EdCIL totally and completely indemnified against any such

claim(s). In other words it will be responsibility of the firm to look after their services and EdCIL shall not be consider any kind of liability occurred due to their employment.

- 17.9 The Firm shall have obtained appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules as amended till date, and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed, from time to time, throughout the currency of this Contract.
- 17.10. The Firm shall maintain all registers required under various Acts/Laws, which may be inspected by EdCIL, as well as by the appropriate statutory authorities, at any time.
- 17.11 Notwithstanding anything contained herein, the Firm shall be liable for adequately compensating EdCIL for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance of this Contract.
- 17.12 The Firm shall arrange for the replacement of the existing outsourced person(s), as and when such instructions are given by EdCIL.
- 17.13 In case of requirement, EdCIL may avail services of the agency to source manpower for further placement at EdCIL's client premises.
- 17.14 The resources deployed by the agency shall be purely on temporary and /or outsourced basis as per the demand of the works requirement of EdCIL. The Firm shall, at all times, make it absolutely clear to the staff hired through it for EdCIL, that such **personnel** do not have any claim, whatsoever, regarding any regular employment in EdCIL irrespective of their periodicity of contractual engagement in EdCIL.
- 17.15 Any **personnel** deputed by agency to EdCIL can be removed any time, by given a notice to the Firm. Undertakings to this effect will be taken by the Firm from all person(s) engaged by him, and they will also be handed over to EdCIL. The Firm will have to provide suitable replacement(s), acceptable to EdCIL, within 15 (fifteen) days time of removal of such person(s).
- 17.16 The services of such outsourced person(s) engaged are liable to be transferred anywhere in the country, from one department to another, or from one branch to another, without any extra remuneration, depending on the exigencies of the work.
- 17.17 The resources deputed by agency shall, remain punctual on all working days (i.e. Monday to Friday), and shall adhere to the office timings (09.00 am to 06.00 pm) with half-hours lunch break from 1.00 PM to 1.30 PM. However the timing may be changed at the discretion of EdCIL from time to time. In case of emergency, the service of the outsourced person(s) shall be called for on gazetted holidays, Saturday/Sunday on short notice at times, for which he is liable to discharge his/her duties on that day. However, for such booking(s) he/she shall be provided compensatory leave on any working day. The outsourced staff, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of EdCIL.

- 17.18 The Firm shall ensure that complete confidentiality is maintained by it, and by all its outsourced personnel, with regard to all information relating to EdCIL, its premises, clients, businesses, assets, affairs and employees, and that neither the Manpower Service Provider, nor its engaged persons, will at any time divulge, or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to EdCIL, and its associate entities, which may in any way come to their knowledge or attention.
- 17.19 It is mandatory that the Firm provides adequate insurance coverage to all the resources / person(s) deployed to EdCIL in the eventualities like death, disability, sickness etc. EdCIL shall not be liable for paying or bearing any premium/ compensation, at any stage, in respect of insurance claims made by the Manpower Service Provider, or the outsourced staff provided by it. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to EdCIL, and shall at all time keep the requisite policies live and running.
- 17.20 **Performance Security Deposit:** The successful tenderer will have to deposit a Performance Security Deposit of 3% (three percent) of the contract value in the form of Bank Guarantee from only Nationalized Bank, drawn in favour of the EdCIL (India) Limited, Noida/Delhi, covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of performance security deposit will be determined by EdCIL, taking into account the contractual obligation of the manpower service provider.
- 17.21 The Authority reserves the right to withdraw, or relax, any of the terms and conditions mentioned in this document, so as to overcome any problem(s) that may be encountered at a later stage.

## **18. INDEMNITY**

- 18.1 The Firm shall indemnify, and keep EdCIL indemnified and harmless, from and against all disputes, claims, fines, penalties and litigations, criminal as well as civil, that may be initiated against EdCIL on account of, and/or arising out of, the failure of the Manpower Service Provider to adhere to any statutory requirements, or in following such rules regulations, guidelines or procedures that may be required to be adhered to under any statute or directive.
- 18.2 The Firm will have to submit following indemnity certificate at the time of taking up the work- "The Firm, hereby, agrees to keep indemnified, and shall keep indemnified and hold harmless, EdCIL and its officers and employees, from and against, all and any claims, demands, losses, damages, penalties and expenses on proceedings, connected with the implementation of this Contract, and/ or arising from any breach, or non-compliance, whatsoever, by the Firm, or by any of the persons deployed by it, pursuant hereto of, or in relation to, any such matter as aforesaid, or otherwise, arising from any act or omission on their part, whether willful or not, and whether within or outside the premises of EdCIL, including, but not limited to, any and all claims by the hired staff. "
19. EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.

**a) Termination of the Contract**

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

**b) Consequences of Termination**

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

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc.

incurred by EdCIL as a consequence of termination of the contract.

**c) TERMINATION FOR CONVENIENCE**

EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective. EdCIL would make related payments only for the activities implemented by the company on the date of termination of services.

**20. AWARD OF CONTRACT**

- 20.1 The successful bidder should be intimated through the Letter of Award (LOA).
- 20.2 The Letter of Award (LOA) of contract shall be sent at the address specified by the bidder in the bid document & the date of dispatch shall be deemed to be the date of the award of the contract for all future references.
- 20.3 The bidder shall also be intimated of the LOA of contract on e-mail address provided on the bid document on the date of dispatch by Speed Post.
- 20.4 The sending of LOA through e-mail shall be deemed as serving of the LOA & the date of delivery to the successful bidder.
- 20.5 The agency shall deploy the required manpower against the contract/ initial requirement of EdCIL within 30 (Thirty) days from the date of placing the contract.

**21. Legal Liability**

EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider

**22. Settlement of Disputes**

- a. **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b. **Arbitration:** In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the Firm can be withheld till settlement of the disputes by EdCIL. The dispute will be referred to Chairman and Managing Director, EdCIL for his decision which will be final and binding on both the parties.
- c. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only.

**23. Reservation of Rights:** EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals

- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- c. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- d. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- e. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- f. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

#### **24. Suspension**

EdCIL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- a. Shall specify the nature of the failure
- b. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider and
- d. EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

#### **25. Force Majeure**

- a. Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b. For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service.
- c. Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

**GENERAL MANAGER (HR &Admin.)**

**REQUIREMENT AND ELIGIBILITY OF VARIOUS CATEGORIES OF OUTSOURCED ASSOCIATES**

Category	Qualification	Age Limit (Minimum)	Minimum years of Experience	Consultancy fee range**
Highly Skilled (Technical)/ Consultant	BE/B. Tech./ M. Tech. / MBA-IT	35	3 Plus	Rs. 35,000 to 70,000
Highly Skilled (Non technical)/ Dy. Consultant	Post Graduate in any discipline , MBA in relevant field CS/CA Inter/  Post Graduate Retired Professionals (based on relevance of work services if any)	30	3	Rs. 32,000 to 50,000
Skilled (Technical)/ Jr. Consultant	Graduate with Diploma in Travel & Tourism ICWAI Inter Animation/ Journalism IT professional (or) any other relevant area as needed in the projects of the organization	28	0 to 3	Rs. 30,000 to 45,000
Skilled (Non technical)/ Support Staff	Graduate / Post Graduate Diploma in Secretarial Practices ITI / engineering	25	0 to 2	Rs. 25,000 to 30,000
Unskilled (Non technical)/ MTS/ Messenger	10 <sup>th</sup> standard	22	1	Rs. 20,000 to 25,000

\*\* The consultancy fee range will be fixed with the number of years of experience and performance linked to outputs.

In exceptional cases the fees shall be fixed above the given range as EdCIL authorities considered fit.

**Job Descriptions**

HIGHLY SKILLED 3-5 years of experience in preparing notes, drafts by collation of information. Experience in database management using the specific programme, MS



Access, XL and such other software as available in the organization, experience in handling website related programme. Drafting of letters, notes, circulars, as may be needed in the office.

SKILLED 1-3 years' experience in office management, managing files related to administration, communication with external institutions, organization; preparation of notes, typesetting, presentation in the prescribed formats for approval, collation and presentation to the seniors; experience in handling all office related matters, filing, retrieving of information, preparation of summary notes, drafting of letters, notices where needed; Manage IT related matters, collate information using MS Access, DB structure, XL and presentation as per needs of the seniors. Manage the affairs of the office in arrangement of meetings such other organization of activities in the office on day to day matters.

UNSKILLED Support – 1 year experience in the pantry works, movement of files from sections and officers, storage of such documents, files in the storage cabinets, compactors and optimizers as per laid formats and retrieving in the manner for use and its replacements. Document / letter delivery by hand and petty purchases from local market.

**Note:**

1. EdCIL may or may not engage any one, or more, categories of staff mentioned above.
2. Depending on the needs of EdCIL, the actual number of staff required in various categories may vary with time. Tentative requirement is as specified above.
3. Besides the categories mentioned above, EdCIL may ask to provide other categories of staff also, on outsource hiring basis. The essential qualifications/pay structure for such categories shall be furnished by EdCIL, and the services will be provided at the agreed commission.
4. The minimum age of the deployed resources shall be is eighteen (18) years.
5. In certain cases, based upon requirement of project, designation, age, qualification, experience & salary may be designed by EdCIL other than requirement given at Annexure – I, Eligibility of various category of outsourced associates.

**ENTITLEMENT OF LEAVE TO THE OUTSOURCED STAFF**

Availing leave(s), claiming leave, shall not be the right of the employee. However, the resources shall have the following entitlements:

- (1) Two and half (2.5) days leave for serving each calendar month will be credited to a person.
- (2) Such credit of leave can be accumulated up till one year or the contract period whichever is less.
- (3) The leave will not be carried forwarded after each period of contract. It will neither be allowed for encashment.
- (4) Besides the above, all other kinds of leave/absence will be treated as leave without pay.
- (5) Other than above no any kind of leave will be applicable to outsourced staff.
- (6) Accumulation for year should not be in such a way that the same is availed for a month at a time and availment/ sanction of leave will be based upon personal requirement vis-à-vis office work requirement.

**TECHNICAL BID (Format)**

1. Name of the Service Provider/Agency
1. Address with Telephone/Fax No. E-mail
2. Contact person's name
3. Details of Earnest Money Deposit (EMD)
4. Essential details:
  - (i) Registration
  - (ii) EPF registration
  - (iii) ESI registration
  - (iv) PAN/TIN No.
  - (v) GST Registration Number
5. The agency should currently have minimum 10,000 manpower on its payroll.
6. The agency should have at least 10 years experience in the relevant field in reputed organizations/PSU/Autonomous/Govt. of India/MNCs
7. The bidder must have provided similar services of at least 3000 (Three thousand) man-months in the financial year 2020-21 and a gross of 10000 (Ten thousand) man-months in the last three financial years (i.e. in 2018-19, 2019-20 and 2020-21) to Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies, Private organizations etc., in India.
8. The bidder should have average annual turnover of Rs. 10 Crore in last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21 (Rs. 7.5 Crore for NSIC/MSME Registered Agencies).
9. The agency should have IT/ERP enabled payroll and administration for the outsourced employees.
10. Contractor License of employment issued by the Labour Department.
11. The bidder should not have been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government / PSU / Autonomous Body on the date of submission of bid.
12. Company should have ISO Certification
13. List of clients with address and details of contact person.
14. The agency should have PAN India Presence with offices in all metro cities.

Signature of authorized signatory along with seal

Dated:

- Note:** (i) Relevant attested documents to be submitted in support of above points.  
(ii) Absence of any such document(s) may render the tender as invalid.

**DECLARATION – NON BLACKLISTING**

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

To,

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

Sir,

In response to the Tender Ref No.: -----/Firm dated-----, I/We hereby declare that presently our organization has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./Central Govt./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 EMD 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:

## PROFORMA FOR AGREEMENT

**This Service Agreement entered into on the [.....] EdCIL (India) Limited** a Company incorporated under the provisions of the Companies Act 1956, having its registered office at Vijaya Building, 5<sup>th</sup> Floor, 17–Barakhamba Road, New Delhi - 110001, represented by its – GM (HR&Admin.) Shri U S Gaikwad, vide authorization letter dated ..... (hereinafter referred to as the “CLIENT” which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the first part

AND

M/s..... a company incorporated under the provision of the Company Act 1956, having its registered and principal place of business at ..... vide authorization letter dated ..... (herein after referred to as the “CLIENT” which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the second part

WHEREAS, M/s..... is a company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kind of companies and inter alia, is engaged in the business of providing specific corporate services to its customers through deputation of its skilled, and/or semi-skilled employees/personnel (these employees sent on deputation are hereinafter referred to as “Associate(s)”) to its customers sites, whether onsite or offshore;

AND WHEREAS CLIENT is a Public Sector Undertaking under the Ministry of HRD is desirous of engaging the services of M/s..... has agreed to offer the services described herein to client on the terms and conditions set out hereunder.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. Firm has to provide services of outsourced personnel in various categories, as per **Annexure-I**.
2. The Agency will be awarded the work for a period of 3 (Three) year, which can be further extended for 1 (one) year based on EDCIL’s requirements, and the performance of the Agency and the staff provided by it. Any extension given shall be at the sole discretion of EDCIL.
3. The entitlement of leaves to the outsourced staff is placed at **Annexure-II**.
4. Generally, support staff services are required at defined location(s) only. In case need arises for sending the outsourced staff for outstation duties, modalities for doing so will be worked out by EDCIL.

5. **The successful bidder has to sign an agreement on Non-judicial stamp paper of Rs. 100/- within 15 days from the date of the award of the contract.** In case, if the Agency fails to deploy the required manpower against the work order/the initial requirement of EDCIL, within 30 (thirty) days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
6. The Firm, if and when so requested by EDCIL, will provide the placement service staff at the premises of EDCIL, or at any other office, as may be required by EDCIL, at the agreed rates. The essential qualifications/skills/ experience and the tentative numbers of personnel requirement is enclosed as **Annexure-1**.
7. Candidates will be examined **by EDCIL** for suitability for performing the defined functions by EDCIL. It shall be the responsibility of the Firm to verify the qualifications and experience indicated by the hired staff in their profiles. EDCIL reserves the right to verify and cross check the credentials and qualification of the hired staff. If during the course of engagement, it comes to notice that any hired staff has misrepresented the facts about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall have to provide suitable replacement within 15(fifteen) days.
8. If the performance of the hired staff is found unsatisfactory, EDCIL shall give a notice of 15 (fifteen) days to the Firm to take necessary action to improve the performance of the concerned staff, and if his/her performance does not improve even after 15 (fifteen) days of such communication, the Firm shall provide a replacement acceptable to EDCIL within next 15 (fifteen) days.
9. The Firm shall be liable for all pays/salaries to the hired staff and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), compensations etc., including payments/contributions towards all statutory dues connected to and/or related to the employment of the deputies sent to EDCIL, and shall keep the EDCIL indemnified at all times, against all claims, liabilities, losses and consequences in relation thereto, comply with all statutory requirements, deduction of any tax or other amounts as required by law or as provided herein. An undertaking to this effect will have to be signed by the Agency / Manpower Service Provider soon after the placement of order on him.
10. The Firm shall make actual disbursement of salaries to all the outsourced persons in various categories, as agreed by EDCIL, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by EDCIL.
11. The engagement of Firm shall be subject to providing the agreed services to the continuous satisfaction of EDCIL. In case the services of the Firm are not found satisfactory, the same can be terminated by EDCIL by giving a notice of 1 (one) month period.
12. The Firm shall not terminate the services of hired staff unilaterally. In case any of the hired staff is proposed to be replaced / terminated by the Firm, such action should be taken only after written approval of EDCIL.

### **13. PAYMENT TERMS**

- 13.1 The payment(s) to be made are subject to deduction of statutory levies by any Government as per rules from time to time and will be made against the Bill raised, taking attendance of manpower deployed under consideration from the 21<sup>st</sup> to 20<sup>th</sup> of the following month, on doing the assigned work.
- 13.2 Firm will be responsible for making the payment directly to the supplied manpower by 7<sup>th</sup> of each month, whether the receive payment from EdCIL or not.
- 13.3 Firm shall make the payment to the supplied manpower by depositing payment in their bank account.
- 13.4 The Firm shall indemnify and keep indemnified and save from harm, the EDCIL from all losses, damages, claims, suits or action which may arise out of or result from any injury/death during the course of employment of manpower and against all demands actions, proceedings, losses, damages, recoveries, judgments, which may be made or brought by manpower against the EDCIL.
- 13.5 The Firm shall provide documentary evidence, to the satisfaction of EDCIL, of submission of statutory payments towards PF, ESI etc. with the appropriate statutory authorities, in the accounts of the outsourced personnel.
- 13.6 The bidder shall have certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

### **14. OBLIGATIONS OF THE FIRM**

- 14.1 The Firm will continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by EDCIL.
- 14.2 The Firm shall comply with all the statutory requirements and rules and regulations applicable for engagement of outsourced persons for the client (i.e. EDCIL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land, and will have to submit a signed undertaking to this effect to EDCIL.
- 14.3 The Firm shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it, including those of PF, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, etc. In case of breach of any law/rules/notifications, applicable to the engagement of employees by the Firm, the Firm alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract. The Firm shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to EDCIL regarding such compliance. An undertaking will have to be given by the Firm that only he/it will be responsible for any lapse in this regard.
- 14.4 The Firm shall decide the modus operandi for engagement of man-power

by it for rendering proper and efficient services, confirming to the prescribed standards of EDCIL. The Firm shall submit a copy of the appointment letters issued by it to the outsourced person(s) engaged in the office of EDCIL for discharging the defined activities/functions.

- 14.5 No cognizance shall be given to the personnel engaged by the Manpower Firm for EDCIL, as a relationship of employer and employee. The persons deputed by service provider at any point can not claim to be employee of EDCIL.
- 14.6 The Firm shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of EDCIL.
- 14.7 The Firm shall submit the **qualification certificates** and experience certificates of the outsourced persons, regarding the work done by them in the last two years, and shall also verify and certify their satisfactory character and antecedent records.
- 14.8 The Firm alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on EDCIL. Under no circumstances EDCIL shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the Firm, for any purpose, whatsoever, nor would EDCIL be liable for any claim(s), whatsoever, of any person(s) of the Firm. The Firm shall keep EDCIL totally and completely indemnified against any such claim(s).
- 14.9 The Firms shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules as amended till date and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 14.10 The Firm shall maintain all registers required under various Acts/Laws, which may be inspected by EDCIL, as well as by the appropriate authorities, at any time.
- 14.11 Notwithstanding anything contained herein, the Firm shall be liable for adequately compensating EDCIL for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance to this Contract.
- 14.12 The Firm should be aware that the services similar to those covered by this Contract are being, or may hereafter be, rendered in the premises of EDCIL by other entities also, and it will not, at any time, object to, or interfere in any manner, with the rendering of such services by any such other entities.
- 14.13 The Firm must be able to arrange for the replacement of the existing outsourced person(s), as and when such instructions are given by EDCIL.
- 14.14 The engagement of outsourced person(s) shall be purely on temporary and outsourced basis. The Firm shall, at all times, make it absolutely clear to the staff hired through it for EDCIL that such **personnel** do not have



any claim, whatsoever, regarding any regular employment in EDCIL.

- 14.15 Any **personnel** deployed by the firm can be removed any time by EdCIL by written notice to the Firm. Undertaking to this effect will be taken by the Firm from all person(s) engaged by them and they will also be handed over to EDCIL. The Firm will have to provide suitable replacement(s), acceptable to EDCIL, within 15 (fifteen) days' time of removal of such person(s).
- 14.16 The services of the outsourced person(s) engaged are liable to be transferred anywhere in the country, from one department to another, or from one branch to another, without any extra remuneration, depending on the exigencies of the work.
- 14.17 The firm's resources deputed shall, remain punctual on all working days (i.e. Monday to Friday) and shall adhere to the office timings (09.30 am to 06.00 pm) with half an hour lunch break from 1.00 PM to 1.30 PM. However the timing may be changed at the discretion of EDCIL from time to time. In case of emergency, the service of the outsourced person(s) shall be called for on Saturday/Sunday & holidays, on short notice at times, for which he/she is liable to discharge his/her duties on that day. However, for such booking(s) he/she shall be provided compensatory leave on any working day. The outsourced staff, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of EDCIL.
- 14.18 The Firm shall ensure that complete confidentiality is maintained by them and by all its outsourced personnel with regard to all information relating to EDCIL, its premises, clients, businesses, assets, affairs and employees. That neither the Firm nor its engaged persons will at any time divulge or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to EDCIL and its associate entities, which may in any way come to their knowledge or attention.
- 14.19 It is mandatory that the Firm provides adequate insurance coverage to the outsourced person(s) for eventualities like death, disability, sickness etc. EDCIL shall not be liable for paying or bearing any premium/compensation, at any stage, in respect of insurance claims made by the Firm, or the outsourced staff provided by it. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to EDCIL, and shall at all time keep the requisite policies live and running.
- 14.20 The successful tenderer will have to deposit a Performance Security Deposit of 3% (three percent) of the contract value in the form of Bank Guarantee from only Nationalized Bank, drawn in favour of the Rajasthan Electronics & Instruments Limited, Noida/Delhi covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of performance security deposit will be determined by appropriate Authority, taking into account the contractual obligation of the manpower service provider.
- 14.21 The Authority reserves the right to withdraw, or relax, any of the terms and conditions mentioned in this document, so as to overcome any problem(s) that may be encountered at a later stage.

## 15. INDEMNITY

15.1 The Firm shall indemnify, and keep EDCIL indemnified and harmless, from and against all disputes, claims, fines, penalties and litigations, criminal as well as civil, that may be initiated against EDCIL on account of, and/or arising out of, the failure of the Firm to adhere to any statutory requirements, or in following such rules regulations, guidelines or procedures that may be required to be adhered to under any statute or directive.

15.2 The Agency/Firm will have to submit following indemnity certificate at the time of taking up the work-

“The Firm, hereby, agrees to keep indemnified, and shall keep indemnified and hold harmless, EDCIL and its officers and employees, from and against, all and any claims, demands, losses, damages, penalties and expenses on proceedings, connected with the implementation of this Contract, and/ or arising from any breach, or non-compliance, whatsoever, by the Firm, or by any of the persons deployed by it, pursuant hereto of, or in relation to, any such matter as aforesaid, or otherwise, arising from any act or omission on their part, whether willful or not, and whether within or outside the premises of EDCIL, including, but not limited to, any and all claims by the hired staff. ”

## 16. TIMELY PAYMENT OF REMUNERATION /FEE PAYABLE TO TEMPORARIES/HIRED PERSONS

16.1 The Firm will ensure that before raising the bill(s) to EdCIL, for the services rendered by the resources deployed to EdCIL, such fee payable on or before the 3rd day of the following month, and proof of payment shall be annexed to the monthly bill.

16.2 The Firm shall make the payment to the supplied manpower by depositing payment in their bank account.

16.3 In case the firm fails to pay consultancy fee timely, EdCIL shall be liable to penalize as per decision of Tendering Authority.

## 17. OTHER TERMS AND CONDITIONS

17.1 Contract shall be deemed to have commenced as on, and from, the date of issuance of letter of intent, and shall be in force for an initial period of 3 (three) years, extendable to 2 (two) more years, or 1 (one) year at a time, with the written mutual consent on existing terms and conditions, or any new terms and conditions, decided at the time of such extension(s).

17.2 On expiry, or earlier termination of this contract, due payment if any, shall be released only after receipt of proof of all statutory dues paid and disbursement of salary and other payment to the supplied manpower.

17.3 Expiry, or earlier termination of this Contract, will not prejudice any rights of the parties that may have accrued prior thereto.

## 18. SCOPE OF SERVICE PROVIDER

In performing the terms and conditions of the Contract, the Firm shall, at all times, act as an independent Firm. The contract does not, in any way, create a relationship of "principal and agent" between EdCIL and the Firm. The Firm shall not act, or attempt, or represent itself, as an agent of EdCIL. It is clearly understood and accepted by both parties that this agreement between the parties, evidenced by it, is on a principal to principal basis, and nothing herein contained shall be constructed, or understood, as constituting either party hereto, the agent or representative of EdCIL under any circumstances. The employees of the Firm shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of EdCIL.

## 19. AWARD OF CONTRACT

- 19.1 The successful bidder should be intimated through the Letter of Award (LOA) of contract.
- 19.2 The LOA of contract shall be sent at the address specified by the bidder in the bid document & the date shall be deemed to be the date of the award of the contract for all future references.
- 19.3 The bidder shall also be intimated of the LOA of contract on e-mail address provided on the bid document on the date of dispatch by Speed Post.
- 19.4 The sending of LOA of contract through e-mail shall be deemed as serving of the LOA of contract & the date of delivery to the successful bidder.
- 19.5 The successful bidder has to deposit Bank Guarantee equivalent to 10% of the value of the award of contract within 15 days of the issue of award of contract failing which EMD shall stand forfeited without any further notice.
- 19.6 The successful bidder shall also simultaneously sign an agreement on Non Judicial Stamp Paper of Rs. 100 within 15 days from the date of Award of Contract.
- 19.7 The agency shall deploy the required manpower against the contract/ initial requirement of EDCIL within 30 days from the date of placing the contract.
- 19.8 In case of agency fails to deploy the required manpower within the stipulated time the EMD shall stand forfeited without giving any further notice.

## 20. ARBITRATION

In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the Firm can be withheld till settlement of the disputes by EDCIL. The dispute will be referred to Chairman & Managing Director, EDCIL for arbitration and his decision will be final and binding on the both the parties.

**21. GOVERNMENT LAW AND JURISDICTION:**

This agreement shall be governed by the laws of India and the courts, Delhi, India shall have exclusive jurisdiction over any disputes hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on the day and year first above written.

**For:** (M/s.....) (Represented by the two authorized signatories designated below):

1.

Name: \_\_\_\_\_

2.

Name: \_\_\_\_\_

**For:**EdCIL(India) Limited, Delhi

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

**(Price Bid Format)**

[Tender No.:-----/ Firm dt.-----]

In response to the above and in full agreement with the terms and conditions as stipulated in the tender document, We offer as follows:

We understand that minimum wages will require to be paid to the labourers/manpower as applicable in various State/Central Govt. as notified by the Regional Labour Commissioner from time to time. In addition, we also understand that all statutory payments like EPF/ESI/Bonus/GST etc. Charges also needed to be paid as prescribed under various statutes, by us. We therefore offer our services on lump sump basis as under:

Firm's services charges/overheads of firm for providing services:

Monthly Charges	
a)	In percentage ( % ) (Figures) _____
b)	In Words: _____

2.

**Note:**

1. GST & other statutory taxes will be paid by EdCIL.
2. The bidder should quote a single Service Charges which should be applicable to all categories of staff to be provided. It should be in percentage only.
3. The agency shall indicate the statutory provisions such as GST, ESI/PF/Insurance, Professional tax separately.
4. In case of any discrepancy between words and figures, the amount in words shall prevail.

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**PERFORMANCE BANK GUARANTEE****(For performance security)**

Date:

Name of the Bank: \_\_\_\_\_

To

**EdCIL (India) Ltd**

In consideration of the Chairman and Managing Director EdCIL acting through \_\_\_\_\_ ( Designation& address of Contract Signing Authority), (hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. \_\_\_\_\_ dt \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called "the said Service Provider" 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 Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ ( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) on demand by the EdCIL (India) Ltd.
2. We \_\_\_\_\_ ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 Service Provider 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 Service Provider 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 Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we \_\_\_\_\_ ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, \_\_\_\_\_( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider 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 service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider 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 Service Provider.

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

This guarantee shall be valid up to (Date of Completion plus Handholding Period). 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 Authorised official

Witness

(Name ) \_\_\_\_\_

1

Designation with Code No. \_\_\_\_\_

2.

Full Address \_\_\_\_\_



**Power of Attorney**

Know all men by these presents, we..... (name of service provider 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 conservice provider 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)

Notarised

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney should 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 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 if it carries a conforming Apostille certificate.