

Invitation to Response

for

Expression of Interest for Empanelment of Service Provider for offering Design, Supply, Installation, Testing, Commission and Maintenance of Smart Campus (Networking & other ICT Solution)

EOI

Ref. No: EdCIL/DES/EOI/ICT/2022/01



EdCIL (India) Limited

(A “MINI RATNA” Govt. of India Enterprise) Corporate office: ‘EdCIL House’, Plot No.
18A, Sector – 16A NOIDA – 201301 (UP), INDIA

Regd. Office: Vijaya Building, 5th Floor, 17-Barakhamba Road, New Delhi – 110001

CIN No.: U74899DL1981GOI011882

Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

The information provided by the bidders in response to this EOI document will become the property of EdCIL and will not be returned. EdCIL reserves the right to amend, rescind or reissue this EOI document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by EdCIL.

DISCLAIMER

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

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

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

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

The EdCIL (India) Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. The EdCIL (India) Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that the EdCIL (India) Ltd. is bound to select a Bidder or to appoint the empanelled Bidder, as the case may be, for the Project and the EdCIL (India) Ltd. reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

CONTENTS

| | |
|---|-----------|
| I. NOTICE FOR EOI | 5 |
| II. OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS..... | 7 |
| <i>Offline Submissions:</i> | <i>7</i> |
| <i>Online Submissions:.....</i> | <i>7</i> |
| III. TERM OF REFERENCE & DEFINITIONS | 8 |
| IV. BACKGROUND INFORMATION..... | 9 |
| <i>About EdCIL (India) Ltd</i> | <i>9</i> |
| <i>Invitation For Bid.....</i> | <i>11</i> |
| V. INSTRUCTIONS FOR E-TENDERING..... | 12 |
| <i>Instructions for Online Bid Submission:</i> | <i>12</i> |
| <i>Digital Signature Certificates.....</i> | <i>13</i> |
| <i>Registration</i> | <i>13</i> |
| <i>Searching For Tender Documents.....</i> | <i>13</i> |
| <i>Preparation of Bids</i> | <i>14</i> |
| <i>Submission of bids.....</i> | <i>14</i> |
| <i>Assistance to bidders.....</i> | <i>14</i> |
| <i>Public Online EOI Opening Event</i> | <i>15</i> |
| <i>Critical do's and don'ts for bidders</i> | <i>15</i> |
| <i>Minimum Requirements at Bidder's End</i> | <i>16</i> |
| VI. INSTRUCTIONS TO BIDDERS | 17 |
| <i>General.....</i> | <i>17</i> |
| <i>Code of integrity.....</i> | <i>17</i> |
| <i>Bidder's Authorized Signatory</i> | <i>18</i> |
| <i>Preparations to bid.....</i> | <i>18</i> |
| <i>Pre-Bid Conference.....</i> | <i>19</i> |
| <i>Validity of Bids</i> | <i>19</i> |
| <i>Amendment to the EOI Document</i> | <i>20</i> |
| <i>Clarifications on submitted bids.....</i> | <i>20</i> |
| <i>Deviations.....</i> | <i>20</i> |
| <i>Bid Opening.....</i> | <i>20</i> |
| <i>Further Criteria.....</i> | <i>21</i> |
| <i>Security Deposit</i> | <i>21</i> |
| <i>Bid Evaluation Process</i> | <i>22</i> |
| <i>Evaluation of Bid:</i> | <i>22</i> |
| <i>Pre-Qualification Criteria.....</i> | <i>22</i> |
| <i>Notification of Award of Contract.....</i> | <i>25</i> |
| <i>Fraud and Corrupt/Malpractices</i> | <i>25</i> |
| VII. SCOPE OF WORK..... | 26 |
| <i>Introduction.....</i> | <i>26</i> |
| <i>Network Plan.....</i> | <i>26</i> |

| | |
|--|-----------|
| VIII. GENERAL EMPANELMENT TERMS..... | 27 |
| <i>Standards of Performance.....</i> | <i>27</i> |
| <i>Empanelment Period.....</i> | <i>27</i> |
| <i>Additional Services.....</i> | <i>27</i> |
| <i>Applicable Law.....</i> | <i>27</i> |
| <i>Termination of Empanelment.....</i> | <i>27</i> |
| <i>Exit Management.....</i> | <i>28</i> |
| <i>Liquidated Damages.....</i> | <i>28</i> |
| <i>Indemnity.....</i> | <i>28</i> |
| <i>Resolution of Disputes:</i> | <i>28</i> |
| <i>Arbitration.....</i> | <i>29</i> |
| <i>Fall Clause.....</i> | <i>30</i> |
| <i>Notices</i> | <i>30</i> |
| <i>Escalation Matrix:.....</i> | <i>30</i> |
| <i>Acknowledgement:.....</i> | <i>30</i> |
| IX. ANNEXURES..... | 31 |
| <i>Annexure A- Compliance Declaration Sheet.....</i> | <i>31</i> |
| <i>Annexure B- Declaration Sheet format</i> | <i>32</i> |
| <i>Annexure C- Letter of Undertaking.....</i> | <i>33</i> |
| <i>Annexure D- Power of Attorney</i> | <i>34</i> |
| <i>Annexure E- Bank Guarantee towards Bid Security (Security Deposit).....</i> | <i>36</i> |
| <i>Annexure F- Proforma for Declaration from bank on Proceedings Under Insolvency And Bankruptcy Code, 2016.....</i> | <i>37</i> |
| <i>Annexure G- List of Orders Executed for Govt. Organizations</i> | <i>38</i> |
| <i>Annexure H- Undertaking for Non-Blacklisting.....</i> | <i>39</i> |
| <i>Annexure I- Bid Submission Letter.....</i> | <i>40</i> |
| <i>Annexure J- EOI Documents.....</i> | <i>41</i> |
| <i>Annexure K- Annual Average Turnover.....</i> | <i>45</i> |
| <i>Annexure L- Pre-Bid Queries.....</i> | <i>46</i> |
| <i>Annexure M- Performance Bank Guarantee.....</i> | <i>47</i> |
| <i>Annexure N- Proforma Pre Contract Integrity Pact</i> | <i>50</i> |

I. NOTICE FOR EOI

(E-Tendering mode)

| | |
|--|--|
| Reference no.: | EdCIL/DES/EOI/ICT/2022/01 |
| Name of work | Expression of Interest for Empanelment of Service Provider for offering Design, Supply, Installation, Testing, Commission and Maintenance of Smart Campus (Networking & other ICT Solution) |
| The Currency in which payment shall be made | Indian Rupees (INR) |
| Date of Issue/Publishing | 17/11/2022 |
| Document Download/Sale Start Date | 17/11/2022 |
| Document Download/Sale End Date and Time | 09/12/2022 (5:00 PM) |
| Date for Pre-Bid Conference and Time | 28/11/2022 (3:00 PM) |
| Bid queries should reach by | Bid queries received later than the date and time as mentioned above shall not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in and kssahni@edcil.co.in as per format |
| Venue of Pre-Bid Conference | EdCIL House, 18 A, Sector-16 A, Noida, U.P. 201301 |
| Last Date and Time for receipts of Bids | 09/12/2022 (3:00 PM) |
| Date and Time of Opening of Bids | 09/12/2022 (3:30 PM) |
| Security Deposit | Refer to Security Deposit under Clause VI. Instructions to Bidders. |
| Contact Details | Mr. K.S.Sahni Contact: +919871790150 e-mail: kssahni@edcil.co.in |

- EOI document shall be downloaded from electronic tender portal link available at <http://www.tenderwizard.com/EDCIL>. Aspiring bidders who have not get registered in online portal should get register/enroll before participating. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
- No manual bids shall be accepted. All bids should be submitted in the online portal. However, all the credentials mentioned in offline submissions should be submitted offline, along with

submission of online bid.

3. Bidders are advised to visit the EdCIL website or <http://www.tenderwizard.com/EDCIL> getting them updated for information on this EOI. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of EOI document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the EOI document.
4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

(Pawan Kumar Sharma)

Chief General Manager (DES)

EdCIL (India) Limited,

18 A, Sector-16A, Noida-201 301

Tel: 91-120-2512001 to 251200

II. OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online EOI Opening Event in a Sealed Envelope at the address: EdCIL House, 18 A, Sector-16 A, Noida, U.P. 201301

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

1. Original copy of the Security Deposit in the form of Demand Draft/BG or Scanned copy of NEFT or RTGS payment receipt (UTR number).
2. Original copy of the power-of-attorney.

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

Online Submissions:

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

| (Following documents to be provided as single PDF file) | | |
|---|--|------------|
| Sl. No. | Documents | File Types |
| 1 | Annexure A- Compliance Declaration Sheet | .PDF |
| 2 | Annexure B- Declaration Sheet Format | |
| 3 | Annexure C- Letter of Undertaking | |
| 4 | Annexure D- Power of Attorney | |
| 5 | Annexure E- Bank Guarantee towards Bid Security (Security Deposit) | |
| 6 | Annexure F- Performa for Declaration from bank on Proceedings Under Insolvency and Bankruptcy Code, 2016 | |
| 7 | Annexure G- List of Orders Executed for Govt. Organizations | |
| 8 | Annexure H- Undertaking for Non-Blacklisting | |
| 9 | Annexure I- Bid Submission Letter | |
| 10 | Annexure J- EOI Documents | |
| 11 | Annexure K- Annual Average Turnover | |
| 12 | Annexure L- Pre-Bid Queries | |
| 13 | Annexure N- Proforma Pre- Contract Integrity Pact | |

III. TERM OF REFERENCE & DEFINITIONS

| | |
|-----------------------------|---|
| Empanelled Service Provider | Refers to the bidders who are technically and financially qualified as per the criteria laid down under this document |
| Supplier | “Supplier” means the “Empanelled Service Provider”, who is empanelled through the process laid out in this EOI, for Supply of Networking services to the Client under the contract. Multiple “Suppliers” may get selected for each requirement of the Client. |
| Authorized Signatory | The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm/company. |
| Bid | "Bid" means the response to this document, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document. |
| Bidder | “Bidder” means any partnership firm/company responding to EOI and who submits Bid. |
| Contract | Means the contract entered between the EdCIL and the “Empanelled Service Provider” for supply of Networking services with the entire documentation specified in the EOI. |
| Day | “Day” means a working day as per rules of EdCIL. |
| DD | Demand Draft |
| EdCIL/Purchaser | EdCIL (India) Limited, Noida (A Govt. of India Undertaking) |
| TC | Tender Committee |
| Security Deposit (SD) | Amount of security deposit for various groups mentioned in EOI |
| Services | “Services” means the services to be delivered by the “Empanelled Service Provider” and as required to run the project successfully as per the Contract. |
| EOI | “EOI” means Expression of Interest |
| Work Order | “Work Order” shall mean the Purchase Order/Work order and its attachments and exhibits issued by EdCIL |
| Consignee | “Consignee” shall mean EdCIL (India) Limited. |
| Order | “Order” shall mean the Purchase Order/Work order and its attachments and exhibits. |
| Client | EdCIL/EdCIL’s Client |

IV. BACKGROUND INFORMATION

About EdCIL (India) Ltd

EdCIL (India) Limited, a Mini Ratna Category – I CPSE (Central Public-Sector Enterprise) Company, registered at Vijaya Building, 5th floor, 17-Barakhamba Road, New Delhi – 110001 (India), was incorporated in 1981, under the Ministry of Education. It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) under Ministry of Education to serve the education sector.

The company over the four decades of existence and has executed many projects and consultancies across the entire value chain of education. It has a large number of satisfied Clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centers of Excellence (IITs, IIMs, IIITs, IISERs etc.).

The company offers the following technology led solutions in the Education & Training space:

➤ **Digital Education Services-**

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

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

- Wi-Fi and network solutions
- ERP implementation
- Digitization of records
- E-content preparation
- Virtual classrooms
- Smart campuses
- Online admission system
- Computer labs

➤ **Online Testing and Assessment-**

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offering online recruitment solutions to bring in higher transparency and efficiency. The clients include Central and State Govts, large PSUs and autonomous bodies etc. The vertical organizes online recruitment tests across multiple segments of employees covering varied sectors of the economy.

➤ **Education Infrastructure & Procurement Services-**

Offers Turnkey (i.e., from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation.

➤ **Advisory Services-**

Following key services are offered by the advisory vertical in the education (school chains and higher education) and HR advisory space:

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization restructuring (sectorial/institutional)
- Improving operational efficiency
- Digitization Planning
- Training designing
- Impact assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design

➤ **Overseas Education Services-**

Based on strong MEA/Ministry of Education endorsement within India, client confidence and alliances gained globally over three decades, this vertical executes sponsored and aggregated inbound overseas student admissions and faculty hiring. Further, it effectively meets the individual needs of inbound students who aspire to study in India. The vertical focuses on high potential target markets covering mostly SAARC, Middle East and African nations.

The following services are specifically offered:

- Placement of overseas students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes
- Student/faculty exchanges
- All other project management and consulting services extended in domestic sector

➤ **Technical Support Group-**

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

The services include:

- Logistical support to various large Ministry of Education schemes (e.g., SSA, MDM, RUSA and RMSA)
- Outsourcing of consultants etc.
- Event management support
- Procurement services
- Transportation support

Invitation For Bid

- I. Through this document, EdCIL invites bids from reputed, experienced and financially sound networking service providers for empanelment of networking services for the Clients of EdCIL. There will be no minimum commitment of business in respect of the networking services to be taken by the EdCIL from the Empanelled Service Provider either at present or in future. Bidder may make their own assessment before submission of bids.
- II. EdCIL may, at its own discretion, extend the date for submission of bids. In such case, all rights and obligations of the EdCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

V. INSTRUCTIONS FOR E-TENDERING

Instructions for Online Bid Submission:

- I. 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.
- II. For conducting electronic tendering, EdCIL (India) Limited has decided to use electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- III. The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E- Tendering Portal.
- IV. 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>. Bid will be submitted concurrently duly digitally signed on the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- V. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- VI. It is mandatory for all the applicants to have Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying authority. To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/company with the Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL> to have user ID & Password from Tender Wizard E-Tendering Portal.
- VII. Register your organization on Tender Wizard E-Tendering Portal by following link <http://www.tenderwizard.com/EDCIL> well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal for obtaining credentials by paying Annual registration charges. Vendor Registration is Valid for 2 years.
- VIII. Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on E-tender Site. Submit your tender well in advance by relevant documents along with copy of Security Deposit of tender submission deadline on Tender Wizard E-Tendering Portal as there could be last minute problems due to internet timeout, breakdown, etc.
- IX. EOI should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission. Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering/training.
 - 1) For online registration intended bidders may write us at harishkumar.kb@etenderwizard.com

or contact at 08040482100/9964074577/9650520101.

- 2) For any further query related to Training Session, EOI Uploading/downloading or any other query related to tender, please contact Tender wizard Helpdesk.
- 3) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id: harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, varun.b@etenderwizard.com.

Digital Signature Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Tender Wizard E-Tendering Portal, vendors need to register on the portal by going on the link provided at EdCIL tender webpage as <http://www.tenderwizard.com/EDCIL>. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In Tender Wizard Portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page) and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. After successful submission of Registration details and Annual Registration Fee, please contact Tender Wizard Helpdesk (as given below) to get your registration accepted/activated.

Important Note:

To minimize the problems during the use of Tender Wizard E-Tendering Portal (including the Registration process), it is recommended that the user should use as per the instructions given under ‘Tender Wizard E-Tendering Portal User-Guidance Centre’ located on Home Page, including instructions for timely registration on Portal. The instructions relating to ‘Essential Computer Security Settings for Use of Tender Wizard E-Tendering Portal and ‘Important Functionality Checks’ should be especially taken into cognizance. 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 users, assigning roles to them, etc.

Searching For Tender Documents

- I. There are various search options built in the Tender Wizard E-Tendering Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, where in the bidders may combine a number of search

parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the Tender Wizard E-Tendering Portal.

- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the Tender Wizard E-Tendering Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the EOI document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

Preparation of Bids

- I. Bidder should take into account any corrigendum published on the EOI document before submitting their bids.
- II. Please go through the EOI advertisement and the EOI document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the EOI 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 EOI documents to be submitted as indicated in the EOI document/schedule and generally, they can only be in PDF format. EOI documents may be scanned with 100 dpi with black and white option.

Submission of bids

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required EOI documents one by one as indicated in the EOI document.
- III. Bidder has to pay the Security Deposit as applicable through demand draft in favour of EdCIL (India) Ltd. Payable at Noida OR BG as per Annexure E OR Scanned copy of NEFT or RTGS submission receipt (UTR number) and enter details of the instruments. Original copies of demand draft/BG for Security Deposit are required to be submitted along with signed downloaded copy of EOI document.
- IV. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- V. The uploaded EOI documents become readable only after the tender opening by the authorized bid openers.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

Assistance to bidders

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

| EdCIL/Tender Wizard E-Tendering Portal Helpdesk | |
|--|---|
| Telephone/Mobile | Customer Support: 080- 40482100 Emergency Mobile Numbers: 9964074577/9650520101 (Please contact in case of emergency during non-working hours.) |
| E-mail ID | To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com varun.b@etenderwizard.com twhelpdesk759@gmail.com twhelpdesk963@gmail.com & CC to: kssahni@edcil.co.in |

Public Online EOI Opening Event

- I. Tender Wizard E-Tendering Portal offers a unique facility for ‘Public Online EOI Opening Event’. EOI Opening Officers, as well as authorized representatives of bidders can simultaneously attend the Public Online EOI Opening Event 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 for the Public Online EOI Opening Event.
- II. Every legal requirement for a transparent and secure ‘Public Online EOI Opening Event’, including digital countersigning of each opened bid by the authorized officer(s). Simultaneous online presence of the participating bidders’ representatives has been implemented on Tender Wizard E-Tendering Portal.
- III. Tender Wizard E-Tendering Portal 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 Financial Comparison Chart enhance Transparency.
- IV. Tender Wizard E-Tendering Portal has a unique facility of a detailed report titled ‘Minutes of Online EOI Opening Event’ covering all important activities of ‘Online EOI Opening Event’. This is available to all participating bidders for ‘Viewing/Downloading’.

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 EOI submission deadline on Tender Wizard E-Tendering Portal.

- II. Register your organization on Tender Wizard E-Tendering Portal well in advance of the important deadlines for your first tender on Tender Wizard E-Tendering Portal viz. ‘Date and Time of Closure of Procurement of EOI 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 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 Bidder Organization.
- III. Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on the Portal.
- IV. For responding to any particular tender, the tender (i.e., its Tender Search Code or Tender No) 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 EOI Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of EOI Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of EOI submission deadline on Tender Wizard E- Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. Tender Wizard E-Tendering Portal will make your bid available for opening during the Online Public EOI Opening Event ‘ONLYIF’ 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’.

Minimum Requirements at Bidder’s End

- I. Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- II. Digital Signature Certificate(s)
Note:
 - The Bid shall be typed in English and signed by the bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
 - All envelopes should be securely sealed and stamped.

VI. INSTRUCTIONS TO BIDDERS

General

- I. The EOI has to be submitted before the due date and time. The offers received after the due date and time will not be considered.
- II. No Consortium will be allowed.
- III. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by EdCIL on the basis of this EOI.
- IV. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this EOI at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- V. This EOI does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.

Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes:

- I. Prohibition of
 - 1) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - 2) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - 3) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - 4) Improper use of information provided by the procuring entity to the Bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - 5) Any financial or business transactions between the Bidder and any official of the procuring entity related to EOI or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - 6) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - 7) Obstruction of any investigation or auditing of a procurement process.
 - 8) Making false declaration or providing false information for participation in a EOI process or to secure a contract.
- II. Disclosure of conflict of interest.
 - 1) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
 - 2) In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

Bidder's Authorized Signatory

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

Preparations to bid

- I. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- II. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- III. The bid shall be uploaded on the website as per the instruction given in the EOI by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- IV. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- V. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- VI. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- VII. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- VIII. Failure to comply with the below requirements shall lead to the Bid rejection: -
 - i) Comply with all requirements as set out within this EOI.
 - ii) Submission of the forms and other particulars as specified in this EOI and respond to each element in the order as set out in this EOI.
 - iii) Non-submission of all supporting documentations specified in this EOI, corrigendum or any addendum issued.

Pre-Bid Conference

Pre-Bid Conference: As referred on I. Notice for EOI.

The bidder is requested to submit any queries in writing by e-mail to reach EdCIL by date mentioned under notice for EOI.

- I. Queries relevant to the EOI documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in and kssahni@edcil.co.in. (The bidder must mention the NIT no. in the subject of the email.)
- II. The queries should necessarily be submitted in the following format:

| | | | | |
|-----------------|------------|---------|----------------------|----------------------|
| EOI Description | | | | |
| EOI No. | | | | |
| Organization | | | | |
| Address | | | | |
| Contact Person | | | | |
| Contact No. | | | | |
| Mail Id | | | | |
| S.No. | Chapter No | Page No | Clause as per EOI | Clarification Sought |
| | | | | |

- III. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
- IV. The officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- V. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI Document by a corrigendum.
- VI. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on official website of EdCIL i.e. www.edcilindia.co.in and on the e-tendering portal <http://www.tenderwizard.com/EDCIL> and may be emailed to all participants who have raised the queries.
- VII. Any such corrigendum shall be deemed to be incorporated into this EOI. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

Validity of Bids

- I. Empanelment will be valid till 2 years from the date of receiving of letter of empanelment. EdCIL reserves the right to reject a proposal valid for a shorter period as non-responsive.
- II. In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity

period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Security Deposit. A bidder granting the request will not be permitted to modify its Bid.

- III. EdCIL reserves the right to annul the EOI process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

Amendment to the EOI Document

- I. At any time up to the last date for receipt of bid, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm/company, modify the EOI Document by an amendment. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the EOI document and notified through the website.
- II. The corrigendum (if any) & any other related communication regarding this EOI shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/participating bidders.
- III. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the EOI document.

Clarifications on submitted bids

During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

Deviations

Bids submitted with any deviations to the contents of the EOI Document will be considered as non-responsive. No deviation(s)/assumption(s)/recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

Acceptance/Rejection of bids:

- I. EdCIL reserves the right to reject any or all offers without assigning any reason.
- II. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.
- III. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

Bid Opening

- I. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- II. The Bids submitted will be opened at time & date as specified in the document control sheet by

Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

- III. Only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings.
- IV. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.
- V. Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this EOI, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals may be treated as non-responsive, if they are:
 - i. Not submitted in the format as specified in this EOI document.
 - ii. Received without the Power of Attorney.
 - iii. Found with suppression of details.
 - iv. Submitted with incomplete information.
 - v. Submitted without the documents required under this EOI.
 - vi. Non-compliant to any of the clauses mentioned in this EOI.
- VI. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee.

Further Criteria

This EOI has been segregated into three groups, in which one bidder is allowed to bid ingroups as per choice of preference and qualification. Bidders can apply in more than one group. The details of the group are as follows:

| Groups | Tentative Project Value |
|---------------|---|
| Group A | In between of 1 Crore to 3 Crores |
| Group B | More than 3 Crores and less than 7 Crores |
| Group C | 7 Crore and above |

Security Deposit

The bidder should enclose Security Deposit commensurate amount in the form of following:

| Groups | Tentative Project Value | Security Deposit Amount |
|---------------|---|--------------------------------|
| Group A | In between of 1 Crore to 3 Crores | 1 Lakh |
| Group B | More than 3 Crores and less than 7 Crores | 2.5 Lakh |

| | | |
|---------|-------------------|--------|
| Group C | 7 Crore and above | 5 Lakh |
|---------|-------------------|--------|

1. Demand Draft from a Nationalized Bank in India
Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA OR
2. Security Deposit from a Nationalized Bank in India, the Security Deposit should be valid till 2 years and 6 months from the last date of submission of bid, as per Annexure E OR
3. NEFT/RTGS to the bank details for the transfer of funds is as below:

Bank Name - BANK-SBI-DELHI 36830596465

A/c No.- 36830596465

Branch & IFS Code - New Delhi & SBIN0000691

Scanned copy of BG/DD/NEFT or RTGS submission receipt (UTR number) to be uploaded with EOI documents and original BG/DD shall be submitted as per the instruction to bidders.

The Bid sent without Security Deposit and Insolvency certificate will be considered as UNRESPONSIVE or will not be considered.

Security Deposit of successful empanelled service providers shall be returned after the completion of tenure of this EOI. Service provider bidding for more than one group shall have to submit security deposit in accordance to each individual group. No interest shall be payable by the EdCIL to the BIDDER on Security Deposit for the period of its currency.

Bid Evaluation Process

There shall be second stage of limited tendering among the empanelled vendors of a particular group. The Groups are defined according to the project value as mentioned below: -

| Groups | Tentative Project Value |
|---------------|---|
| Group A | In between of 1 Crore to 3 Crores |
| Group B | More than 3 Crores and less than 7 Crores |
| Group C | 7 Crore and above |

The vendors would be applying for each group and project would be awarded to the empanelled vendor according to the project value. Letter of empanelment would be provided to selected bidders.

Evaluation of Bid:

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

Pre-Qualification Criteria

The minimum pre-qualification criteria for the bidders to be eligible for this EOI process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected

as soon as such proposals are received and will not be considered for evaluation.

| S. No. | Pre-Qualification/Eligibility Criteria | Supporting Document |
|---------------|--|---|
| 1. | <p>The Bidder should be either a firm or a company registered under Companies Act, 1956 or 2013 in India and should have been in operation in India for at least last 8 years as on the date of submission of the bid. Consortium of companies/firms is not allowed. Copies of VAT/CST/GST registration certificates of the firm/company should be submitted to establish the date of start of business.</p> | <p>Certificate of Incorporation/ Any other relevant supporting document for its constitution. VAT/CST/GST registration certificates</p> |
| 2. | <p>The bidder shall be in IT & ITES business for the last 8 years and shall have 8 years of experience as on date of floating of EOI in the following area: Supply and maintenance of networking devices like wireless Access Points with controller/ switches/ routers/ NGFW servers as well as supply and maintenance of passive components</p> | <p>Work Orders + Satisfactory Certificate of Completion</p> |
| 3. | <p>Group A: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work each costing not less than Rs. 2,00,00,000/- as mentioned in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid)</p> <p>Group B: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work each costing not less than Rs. 5,00,00,000/- as mentioned in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid)</p> <p>Group C: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work costing not less than Rs. 10,00,00,000/- as mentioned</p> | <p>Work Order + Satisfactory Certificate of Completion For MSME's- NSIC/MSME certificate</p> |

| | <p>in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid).</p> <p>For MSMEs duly registered with the Government of India, shall be relaxed by 20%.</p> | | | | | | | | | |
|---------|--|---|---------------|---------|----------|---------|-----------|---------|---------|---|
| 4. | The bidder should be a certified ISO 9000:9001 certified company. Relevant Organizational Level Certificates to be provided. | Copy of the valid ISO certificate issued from the accreditation organization to be submitted as documentary proof. | | | | | | | | |
| 5. | The bidder shall be a registered firm or company in India with valid VAT/CST/GST Registration and PAN number allotted by the respective authorities. | VAT/ CST/ GST Registration Certificate and PAN number | | | | | | | | |
| 6. | Bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector or court of law in the last 5 years. | The bidder shall furnish an undertaking duly attested by notary on a non-judicial stamp paper of value INR100/- (Rupees One Hundred Only) | | | | | | | | |
| 7. | The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid. | Power of attorney shall be submitted in prescribed format on non-Judicial stamp paper. | | | | | | | | |
| 8. | The firm/company should be a profit-making concern for each of the last three consecutive financial years (FY 2019-20, 2020-21& 2021-22). | Audited and CA Certified financial statements. | | | | | | | | |
| 9. | <p>Solvency certificate issued from bank of bidder, not more than 6 months old</p> <table border="1" data-bbox="296 1458 967 1659"> <thead> <tr> <th>Groups</th> <th>Minimum Value</th> </tr> </thead> <tbody> <tr> <td>Group A</td> <td>60 Lakhs</td> </tr> <tr> <td>Group B</td> <td>1.5 Crore</td> </tr> <tr> <td>Group C</td> <td>3 Crore</td> </tr> </tbody> </table> | Groups | Minimum Value | Group A | 60 Lakhs | Group B | 1.5 Crore | Group C | 3 Crore | Solvency certificate issued by bidder's bank (Nationalized Bank). |
| Groups | Minimum Value | | | | | | | | | |
| Group A | 60 Lakhs | | | | | | | | | |
| Group B | 1.5 Crore | | | | | | | | | |
| Group C | 3 Crore | | | | | | | | | |
| 10. | <p>Bidder shall have average annual turnover in the last three (3) financial years. (Chartered Accountant certificate as proof of turnover showing the services mentioned is also accepted) as mentioned below: -</p> <p>Group A- Minimum 6 Crores Group B- Minimum 25 Crores Group C- Minimum 50 Crores</p> | Documents required are: Audited and CA Certified financial statements. Chartered Accountant certificate as proof of turnover is also accepted. | | | | | | | | |

- Bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this EOI.
- Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL/Client.

Notification of Award of Contract

EdCIL will notify the each "Empanelled Service Provider" in writing about acceptance of their bid by sharing empanelment letter.

Fraud and Corrupt/Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of "Empanelled Service Providers" and during the performance and execution of contract.

- I. For this purpose, definitions of the terms are set forth as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the EdCIL or its personnel in contract executions.
 - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive EdCIL of the benefits of - responsive. free and open competition.
 - iii. "Unfair trade practice" means supply of services different from what is ordered on or change in the Scope of Work.
 - iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- II. EdCIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- III. EdCIL will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

VII. SCOPE OF WORK

INTRODUCTION

EdCIL wishes to set up active and passive network infrastructure for various prospective clients and providing high connectivity, scalable, reliable, secure and robust network architecture. It is intended to build a network that will provide latest technology benefits like data security, guaranteed application response, reliability etc.

In a broad scope of the work of the Implementing bidder for the prospective projects include a survey of the existing setup, supplying of passive and active components, route survey for laying of cables, route map diagram & laying, testing of laid cables (fiber and copper), installation of passive and active components, connectivity, testing of the upgraded campus LAN, post implementation network audit, post implementation maintenance of the LAN for 99.75% uptime and a roadmap for support throughout tenure of project.

Network Plan

The Empanelled Bidder shall perform the activities for Design, Supply, Installation, Testing, and Commissioning and Maintenance of Smart Campus (Networking Solution) for Client as per the scope of work and maintain the same until completion of Contract.

VIII. GENERAL EMPANELMENT TERMS

Standards of Performance

The Supplier(s) shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Supplier shall always act in respect of any matter relating to agreed conditions and thereafter contract as faithful supplier to the Client. The Supplier shall always support and safeguard the legitimate interests of the Client and EdCIL, in any dealings with the third party. The Supplier shall conform to the standards laid down in the EOI in totality.

Empanelment Period

The signed empanelment letter shared with “Empanelled Service Provider” shall be valid for a period of two years from the date of its execution and can be renewed for a further period of two years on terms and conditions.

Additional Services

In case EdCIL determines that there are additional services that are being sought by the Clients, EdCIL may request all the “Empanelled Service Providers” to submit the prices for such additional services at any time during the validity of the contract on same terms and conditions. The rates shall be submitted as per price format provided by EdCIL.

Applicable Law

The Contract/Agreement should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction.

Termination of Empanelment

- I. The empanelment can be terminated by the parties as detailed below. In such case, the provisions under Exit Management (General empanelment terms) shall apply.
- II. Termination of empanelment for convenience: EdCIL reserves the right to terminate, by prior written 1-month notice, the whole or part of the empanelment, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.
- III. Termination of Empanelment for default: EdCIL or the “Empanelled Service Providers” / Supplier(s) can terminate the empanelment in the event of default of terms and conditions of this EOI or the contract by the other party by giving 1 month written notice.
- IV. Termination of empanelment for Insolvency, Dissolution, etc.: EdCIL may at any time terminate the empanelment by giving written notice to the “Empanelled Service Providers” “if the concerned “Empanelled Service Providers” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Empanelled Service Providers”, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue

thereafter to EdCIL.

Exit Management

- I. The duration of Exit Management will normally be of 45 days from date of termination or expiry of empanelment.
- II. During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of the end Client is not affected.
- III. The Supplier shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to end Client/replacement Agency and which the Supplier has in its possession or control at any time during the exit management period.
- IV. All information (including but not limited to documents, records and agreements) in digital and/or paper form relating to the services reasonably necessary to enable Client and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, must be maintained by the Supplier from commencement of the services.

Liquidated Damages

The timely delivery is the essence of this EOI. Liquidated damages will be applicable at the rate of one percent (1%) per week or part thereof for undelivered portion of ICT components subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of tenderer. EdCIL will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above. Liquidated damages shall be applicable at the time of second stage of limited tendering.

Indemnity

The empanelled Bidder who will be awarded any future work, shall execute and furnish to EdCIL a Deed of Indemnity in favor of “EdCIL” in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the contract period out of:

- I. Any negligence or wrongful act or omission by the Bidder or the Bidder’s Team or any third party associated with Bidder in connection with or incidental to this Empanelment; or
- II. Any breach of any of the terms of the Bidder’s Bid as agreed, the EOI and this Empanelment by the Bidder, thesis’ Team or any third party.
- III. Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.
- IV. The indemnity shall be to the extent of 100% in favor of EdCIL.

Resolution of Disputes:

- I. The dispute resolution mechanism to be applied pursuant should be as follows:
- II. In case of Dispute or difference arising between the Consignee and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should

be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.

- III. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- IV. The venue of the arbitration should be the place from where the order is issued.
- V. Any legal disputes arising out of any breach of agreed conditions of empanelment and there after agreed contract pertaining to this EOI should be settled in the court of competent jurisdiction located within New Delhi.

Arbitration

- I. All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of empanelment or the breach thereof, shall be resolved through mutual consultation and negotiation.
- II. Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Delhi. It is the terms of this agreed conditions of empanelment and further contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under empanelment shall not stop for any reason whatsoever during the said dispute/proceedings, unless the supplier/party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.
- III. Arbitration cost will be borne jointly by both the parties to the empanelment
 - a. If any dispute arises out of the empanelment with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
 - b. All legal proceedings shall have to be lodged in courts situated in New Delhi (India) and not elsewhere.
 - c. All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
 - d. The Arbitral Tribunal shall consist of the sole Arbitrator appointed by competent authority, EdCIL (India) Ltd.

- e. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far they are reasonably able to do so.
- f. The seat and venue of arbitration shall be Delhi.

Fall Clause

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

Jurisdiction:

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

Notices

- I. Any notice given by one party to the other pursuant to empanelment should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- II. A notice should be effective when delivered or on the notice's effective date, whichever is later.

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

Consignee:

The Chief General Manager (DES)

EdCIL (India) Limited,

18 A, Sector-16A,

Noida-201 301, Uttar Pradesh Tel: 91-120-2512001 to 2512006

“Empanelled Service Providers” (To be filled in by the service provider)

Escalation Matrix:

The “Empanelled Service Providers” should provide at-least 3 level escalation matrix for providing resolution of the complaints at local level

Acknowledgement:

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

Compliance certificate:

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

IX. ANNEXURES

Annexure A- Compliance Declaration Sheet

We hereby confirm that we are complying with the pre-qualification as specified in the EOI document and the offer is submitted in accordance with the technical requirements. All relevant documents in support of our claims are enclosed at the following pages:

Signature of Bidder: _____

Name of Bidder: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Email: _____

Mobile: _____

Annexure B- Declaration Sheet format

<< **Organization Letter Head** >>

DECLARATION SHEET

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

We further certified that our organization meets all the conditions of eligibility criteria laid down in this EOI document.

| | |
|---|--|
| Name of Bidding Company/Vendor/Manufacturer/Agent | |
| Address | |
| Incorporation status of the firm/company (public limited/private limited etc.) | |
| Date of registration | |
| Phone | |
| Contact Person Name with (Email-Id and Contact number) | |
| VAT/CST/GST Number | |
| PAN Number | |
| TIN Number | |
| BG/DD/UTR Number for NEFT or RTGS for Security Deposit | |
| Kindly provide bank details of the bidder in the following format: | |
| a) Name of the Bank | |
| b) Account Number | |
| c) IFSC Code | |
| d) Kindly attach scanned copy of cancelled Cheque book page to enable us to return the Security Deposit to un-empanelled bidder | |

Name: _____

Signature and Seal of the Bidder: _____

Annexure C- Letter of Undertaking
LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE BIDDER)

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

Sir,
SUBJECT- Letter of undertaking

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

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

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

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

Thanking you, Yours faithfully,
Name: _____

Signature and Seal of the Bidder: _____

Date:

Place:

Annexure D- Power of Attorney

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

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE _____ THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS _____ DAY OF _____ 2022
For _____ (Name and registered address of Client)

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

Annexure E- Bank Guarantee towards Bid Security (Security Deposit)

Bank Guarantee No.

To,

EdCIL (India) Limited

EdCIL House, 18 A,

Sector-16 A NOIDA – 201301 (U.P.), India

Whereas _____ (here in after called "the Bidder") has submitted its Bid dated _____ (Date) in response to the EOI No: _____ for "Empanelment of Service Provider or their Authorized Partner for offering Networking Services" (here in after called "the Bid")

KNOW ALL MEN by these presents that We _____ are having our registered office at _____ (here in after called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of _____ for which payment well and truly to be made to the said EdCIL itself, its successors and assignees by these presents. The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL during the period of Bid validity:
 - a) fails or refuses to execute the Agreement form if required; or
 - b) fails or refuses to furnish the bid security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of above-mentioned conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated:

The Day of for

(Indicate the name of bank official)

Signature of Banks Authorized Witness

Name: _____

1. Designation with Code No. _____

2. Full Address: _____

**Annexure F- Performa for Declaration from bank on Proceedings Under Insolvency And
Bankruptcy Code, 2016**

EOI No. _____

Name of Work _____

Bidder 's Name: _____

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

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

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

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

Place:

Date:

Signature of Bidder Name of Signatory

Signature of the authorized bank Official

Name of the Bank

Seal of the bank

Annexure G-List of Orders Executed for Govt. Organizations

| List of Government Organizations for whom the Bidder has undertaken such work during last eight years (must be supported with work orders) | | | | | | | |
|---|---------------------------------|---|-----------------|---------------|--------------------|---|--|
| S. No. | Name of the Client with address | Name of the Project and brief description | Value (Exc Tax) | Date of award | Date of Completion | Current Status and duration of maintenance period for ongoing project | Name of Contact Person and other details |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

Signature of Bidder Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Annexure H- Undertaking for Non-Blacklisting

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

Sir,

I/We hereby declare that presently our Company/Service provider M/s _____ is having unblemished record and is not blacklisted for corrupt or fraudulent practices or non-performance either indefinitely or for a particular period of time by any State/ Central Government/PSU/Autonomous Body on the date of bid submission.

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

Thanking you,
Yours faithfully,

Signature of Bidder

Name of the Bidder:

Designation:

Seal of the Organization:

Date:

Place:

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

Annexure I- Bid Submission Letter

To:

Chief General Manager (DES)

EdCIL (India) Limited

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

Subject: Submission of the Bid for Empanelment of Service Provider for offering Networking Services

Dated: _____

Dear Sir,

We, the undersigned, offer to provide networking services to EdCIL (India) Limited and EdCIL's end client. We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for 02 years as stipulated in the EOI document.

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Annexure J- EOI Documents

The compliance against each of the particulars provided under scope of work is to be submitted per below format: -

| S. No. | Criteria | Documents Required | Supporting Document | Page No./File Name | Compliance (Y/N) |
|--------|---|---|---------------------|--------------------|------------------|
| 1. | The Bidder should be either a firm or a company registered under Companies Act, 1956 or 2013 in India and should have been in operation in India for at least last 8 years as on the date of submission of the bid. Consortium of companies/firms is not allowed. Copies of VAT/CST/GST registration certificates of the firm/company should be submitted to establish the date of start of business. | Certificate of Incorporation/ Any other relevant supporting document for its constitution. VAT/CST/GST registration certificates | | | |
| 2. | The bidder should have valid VAT/CST/GST and PAN number. | Self-attested copy of the VAT/CST/GST certificate and PAN card. | | | |
| 3. | The bidder must submit Compliance Declaration Sheet | Authorization Certificate as per Annexure A | | | |
| 4. | The bidder must submit Declaration Sheet | Authorization Certificate as per Annexure B | | | |
| 5. | The bidder must submit Letter of undertaking | Authorization Certificate as per Annexure C | | | |
| 6. | The bidder shall be in IT & ITES business for the last 8 years and shall have 8 years of experience as on date of floating of EOI in the following area: Supply and maintenance of networking devices like, wireless Access Points with controller/ switches/routers/NGFW servers, as well as supply and maintenance of passive component | Work Orders + Satisfactory Certificate of Completion | | | |

| | | | | | |
|----|---|---|--|--|--|
| 7. | The bidder must submit Power of Attorney | Authorization Certificate as per Annexure D | | | |
| 8. | <p>Group A: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work each costing not less than Rs. 2,00,00,000/- as mentioned in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid)</p> <p>Group B: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work each costing not less than Rs. 5,00,00,000/- as mentioned in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid)</p> <p>Group C: - The Bidder should have satisfactorily completed at least three work orders each of similar type of work costing not less than Rs. 10,00,00,000/- as mentioned in point no. 2 of eligibility criteria respectively. These work orders should be issued from any Govt. department/institutes in the last eight years (executed as on date of submission of bid)</p> <p>For MSMEs duly registered with the</p> | <p>Work Orders + Satisfactory Certificate of Completion. For MSME's- NSIC/ MSME certificate.</p> | | | |

| | Government of India, shall be relaxed by 20% | | | | | | | | | | | | |
|---------|---|---|---------------|---------|----------|---------|-----------|---------|---------|---|--|--|--|
| 9. | The bidder must ensure to deposit Security Deposit | Submission of DD OR BG as per format described in Annexure E OR Scanned copy of RTGS submission receipt (UTR number) | | | | | | | | | | | |
| 10. | Valid registration certificate issued by NSIC/MSME or other appropriate government authorities. (For MSMEs only) | NSIC/MSME certificate | | | | | | | | | | | |
| 11. | The firm/company should be a profit-making concern for each of the last three consecutive financial years (FY 2019-20, 2020-21 & 2021-22). | Audited and CA Certified financial statements. | | | | | | | | | | | |
| 12. | Solvency certificate issued from bank of bidder, not more than 6 months old <table border="1" data-bbox="183 1037 654 1276"> <thead> <tr> <th>Groups</th> <th>Minimum Value</th> </tr> </thead> <tbody> <tr> <td>Group A</td> <td>60 Lakhs</td> </tr> <tr> <td>Group B</td> <td>1.5 Crore</td> </tr> <tr> <td>Group C</td> <td>3 Crore</td> </tr> </tbody> </table> | Groups | Minimum Value | Group A | 60 Lakhs | Group B | 1.5 Crore | Group C | 3 Crore | Solvency certificate issued by bidder's bank (Nationalized Bank). | | | |
| Groups | Minimum Value | | | | | | | | | | | | |
| Group A | 60 Lakhs | | | | | | | | | | | | |
| Group B | 1.5 Crore | | | | | | | | | | | | |
| Group C | 3 Crore | | | | | | | | | | | | |
| 13. | Bidder should not be blacklisted by any Central Government /State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector or court of law in the last 5 years. | The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure H. | | | | | | | | | | | |
| 14. | Bid Submission Letter | Self-Certified copy of Annexure I | | | | | | | | | | | |

| | | | | | |
|-----|--|--|--|--|--|
| 15. | The bidder should be a certified ISO 9000:9001 certified company. Relevant Organizational Level Certificates to be provided. | Copy of the valid ISO certificate issued from the accreditation organization to be submitted as documentary proof. | | | |
| 16. | Bidder shall have average annual turnover in the last three (3) financial years. (Chartered Accountant certificate as proof of turnover showing the services mentioned is also accepted) as mentioned below: - Group A- Minimum 6 Crores Group B- Minimum 25 Crores Group C- Minimum 50 Crores | Audited and CA Certified financial statements. Chartered Accountant certificate as proof of turnover is also accepted. | | | |

Note: All the above mentioned documents have to be scanned and uploaded.

Name: _____

Signature and Seal of the Bidder: _____

Annexure K- Annual Average Turnover

| Sl. No. | Financial Year | Annual Turnover, Rs. | Net Worth, Rs. | Net Profit, Rs. |
|----------------|-----------------------|-----------------------------|-----------------------|------------------------|
| 1. | 2019-20 | | | |
| 2. | 2020-21 | | | |
| 3. | 2021-22 | | | |
| Total | | | | |
| Average | | | | |

Note: Certificate from Statutory Auditors/Chartered Accountant certifying above information for all three years to be enclosed.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

Annexure L- Pre-Bid Queries

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

| EOI Description | | | | |
|-----------------|-------------|----------|-------------------|----------------------|
| EOI No. | | | | |
| Organization | | | | |
| Address | | | | |
| Contact Person | | | | |
| Contact No. | | | | |
| Mail Id | | | | |
| S.No. | Chapter No. | Page No. | Clause as per EOI | Clarification Sought |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note- Performance Bank Guarantee would be taken in second stage of limited tendering.

Annexure M- Performance Bank Guarantee

Name of the Bank: _____

To,
<Client>

Performance Bank Guarantee Format

In consideration of the <Client> acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “<Client>”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____

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

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the <Client> an amount not exceeding Rs _____ (_____ only) on demand by the <Client>.
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 <Client> through the <Client> 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 <Client> Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (_____ Only).
3. We _____ (indicate the name of Bank) further undertake to pay to the <Client> any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
4. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

5.

- a. 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 <CLIENT> 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 <CLIENT> ,certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.
 - b. 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 <CLIENT> 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 <CLIENT> within validity/ extended period of validity of guarantee from the date aforesaid.
 - c. Provided always that we _____ (indicate the name of the Bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the <CLIENT>. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the <CLIENT> the full amount of guarantee on demand and without demur.
6. We _____ (indicate the name of Bank) further agree with the <CLIENT> that the <CLIENT> 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 <CLIENT> against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or any forbearance act or omission on the part of the <CLIENT> or any indulgence by the <CLIENT> to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for the said provision would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the <CLIENT> in writing.
9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by <CLIENT>. Notwithstanding anything to the contrary contained hereinbefore, our

liability under this guarantee is restricted to 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: | | Day of | For |
|---------|--|--|-----|
| | | | |
| | | (Indicate the name of bank) | |
| | | Signature of Banks Authorized official | |
| | | (Name) | |
| | | Designation with Code No. | |
| Witness | | Full Address | |
| 1. | | | |
| 2. | | | |

Annexure N- Proforma Pre Contract Integrity Pact

GENERAL

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

AND

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

WHEREAS the EdCIL proposes to procure services towards “Selection of Service Provider for Empanelment of Service Provider for offering Design, Supply, Installation, Testing, Commission and Maintenance of Smart Campus (Networking & other ICT Solution)” For its clients and BIDDER/ seller is willing to offer the said services and related items as referred to in the EOI No. **EdCIL/DES/EOI/ICT/2022/01** Dated _____ 2022.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the EOI No. **EdCIL/DES/EOI/ICT/2022/01** dated _____ 2022 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent

procedures.

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

1. Commitments of the EdCIL

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

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

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

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

3. Commitments of Bidders

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

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

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner

without supporting it with full and verifiable facts.

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

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

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

4. PREVIOUS TRANSGRESSION

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

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

5. Security Deposit

While submitting Bid, the BIDDER shall deposit Security Deposit in form of Bank Guarantee from a Nationalized Bank in India/Demand Draft/NEFT or RTGS in favor of EdCIL (India) Limited, payable at Noida.

The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including O&M period, whichever is later.

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

6. SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Security Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
- vii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- ix. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. FACILITATION OF INVESTIGATION

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

8. OTHER LEGAL ACTIONS

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

9. VALIDITY

The validity of this Integrity Pact shall be governed by the terms of the EOI No. EdCIL/DES/EOI/ICT/2022/01 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including O&M period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with empanelled bidder.

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

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

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

BIDDER
Name:
CHIEF EXECUTIVE OFFICER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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