

TENDER DOCUMENT

Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres

(Open e-Tender)



Corporate Office:

EdCIL House, 18 A, Sector-16 A, Noida, U.P. 201301

Regd. Office:

5th Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001

NIT No- EdCIL/OTAS/VoIP/2024

Dated: 24.04.2024

DISCLAIMER

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

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

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

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

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

The issue of this TENDER does not imply that the Company is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and the Company 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 Company, 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 Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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Notice Inviting Tender

(e-Tendering mode)

EdCIL (INDIA) LTD

(A Govt. of India Mini Ratna Enterprise)

18A, Sector-16A, Noida

N.I.T. No.: EdCIL/OTAS/VoIP/2024

Date – 24.04.2024

S. No.	Name of work	Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres
1.	Tender Document issued by	EdCIL (India) Limited, Noida
2.	Authorized Officer for Clarifications	General Manager (OTAS), EdCIL
3.	Estimated volume of work	Rs.3.25 Crores
4.	Date of Issue/Publishing	24.04.2024
5.	Document Download Start Date	24.04.2024
6.	Bid queries should reach by	25.04.2024 Bid queries received later than the date as mentioned above shall not be entertained. Pre-bid queries should be emailed to ugaikwad@edcil.co.in as per format specified
7.	Last Date and Time for receipts of Bids	30.04.2024 upto 1:00 PM. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
8.	Date and Time of Opening of Technical Bids	30.04.2024 at 2:00 PM
9.	Bid Security/ Earnest Money Deposit	<ul style="list-style-type: none">• EMD of Rs. 3,12,500/- (Rupees Three Lakh Twelve Thousand and Five Hundred only) to be deposited in the form of demand draft or Bank Guarantee alongwith the Bid.• Scanned copy of EMD also needs to be uploaded on e-portal online with the Techno-commercial Bid. If not complied, bid will be subject to rejection.
10.	No. of Covers	01 (Single Packet)
11.	Bid Validity days	90 days (From last date of submission of tender)
12.	Performance Bank Guarantee (PBG)	PBG @ 3% of the total contract value per year to be submitted within 15 days from the date of issue of LOA as per Annexure – XI.
13.	Contract duration	01 year (extendable to 02 more years on yearly basis based on company's satisfactory performance and own internal requirement) (1+1+1 Year)
14.	Email Address	ugaikwad@edcil.co.in

15.	Address	Corporate Office: EdCIL House, 18 A, Sector-16 A, Noida, U.P. 201301 Regd. Office: 5 th Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001
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Note:

- (i) A rate contract is now being entered into.
 - (ii) The figure at items no.3 is estimated based on the present business plan and may vary as per market demand.
1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enrol before participating.
 2. No manual bids shall be accepted. The Techno-commercial bids should be submitted in the E- procurement portal.
 3. Bidders are advised to visit the EdCIL website for getting themselves updated for information on this tender. 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 tender documents and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.
 4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

General Manager (OTAS)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-4358223

CHAPTER 1
Offline and Online Bid Submission Documents

1.1 Offline Submissions:

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

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

- a. Original copy of Demand draft/ PBG towards EMD.
- b. 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.

1.2 Online Submissions:

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

Envelope – 1			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Annexure-I – Bid Form	PDF
2.		Annexure II- Bank Guarantee Towards Bid Security/EMD	PDF
3.		Annexure III- Technical Bid Submission Letter	PDF
4.		Annexure-IV- Self Declaration – Non Blacklisting	PDF
5.		Annexure V- Tender Compliance Sheet	PDF
6.		Annexure VI- Annual Turn Over Form	PDF
7.		Annexure VII- Details of Work Under Execution or Awarded	PDF
8.		Annexure VIII- Power of Attorney	PDF
9.		Annexure IX- Letter of Undertaking	PDF
10.		Annexure X-Performa pre contract integrity pact	PDF

11.		Annexure XI- Performance Bank Guarantee Format	PDF
12.		Annexure XII- Contract Form	PDF
14.		Annexure XIII- Pre-Bid Query Format	PDF
15		Annexure XIV Financial Bid	.XLS

CHAPTER 2

Term of Reference & Definitions

Term	Definition
Successful bidder	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in one Packet, Techno-commercial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	The bidder should be a company registered under the Indian Companies Act and should be in existence for last 5 years.
Contract	"The Contract" means the agreement entered into between EdCIL and the successful bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
DD	Demand Draft
EdCIL/Purchaser	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
PBG	Performance Bank Guarantee
Services	"Services" means the services to be delivered by the successful bidder in terms of the scope of work mentioned in the tender document.
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Client	End client of EdCIL
Validity of Documents	Validity of all the documents shall be counted from the date of opening of Bids

CHAPTER 3

Instructions for e-tendering

3.1 Instructions for Online Bid Submission:

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

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (i) Participant shall safely keep their User ID and password, which will be issued by the service provider, i.e., KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
- (iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

3.1.8 Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.

3.1.9 Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

3.1.10 Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

- a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/ 9964074577/ 9650520101.
- b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
- c) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratat.thakur@etenderwizard.com, varun.b@etenderwizard.com.

3.2 PREPARATION OF BIDS

3.2.1 Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.

3.2.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.2.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

3.3 SUBMISSION OF BIDS

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

- 3.3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3.3.3 A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- 3.3.4 The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3.3.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3.4 ASSISTANCE TO BIDDERS

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

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

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

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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

3.6.2 Digital Certificate(s)

CHAPTER 4

Instructions to Bidders

4.1 General

- 4.1.1 The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.
- 4.1.2 The offer/ bid shall be submitted in single bid system (i.e.) Techno-commercial Bid. The techno-commercial bid shall consist of all technical and financial details for the scope of work mentioned in the tender document.
- 4.1.3 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 tender.
- 4.1.4 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this tender at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- 4.1.5 This tender does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.
- 4.1.6 The offer/bid should be exclusive of GST as per prevailing rates which will be paid separately. However, the percentage of GST should be clearly indicated.
- 4.1.7 The prices must be quoted in the Performa given in techno-commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting price must be mentioned in techno-commercial bid only. Discount or any other offers affecting the price should be mentioned in the techno-commercial bid.
- 4.1.8 Price quoted by the bidder is including all allied cost w.r.t. manpower deployment, hardware, software, transportation and installation, commissioning, etc.

4.2 Code of integrity

- 4.2.1 No official of a procuring entity or a Bidder shall act in contravention of the codes which includes:
 - I. Prohibition of:
 - a) 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.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

- d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

II. Disclosure of conflict of interest.

III. Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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.

4.3 Bidder's Authorized Signatory

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

4.4 Preparations to bid

4.4.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

4.4.2 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.

4.4.3 The bid shall be uploaded on the website as per the instruction given in the tender by the Bidder or duly authorized person(s) to bind the Bidder to the contract.

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

4.5 Validity of Bids

- 4.5.1 Bids shall remain valid till 90 (Ninety) days from the last date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- 4.5.2 In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder granting the request will not be permitted to modify its Bid.
- 4.5.3 EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.6 Earnest Money Deposit (EMD)

- 4.6.1 The Bidder should submit EMD through Bank Guarantee/ Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA from any Nationalized Bank. The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered. In case EMD is submitted in the form of BG, the BG should be at least valid for 45 days beyond the bid validity date and as per Annexure-II. The bidders are requested to submit EMD in the form of Bank Guarantee/ Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.
- 4.6.2 The successful Bidder's Earnest Money Deposit will be returned upon the Bidder executing

the Contract Form and furnishing the Performance Security / Security Deposit.

4.6.3 The Earnest Money Deposit shall be forfeited:

4.6.3.1 If a Bidder withdraws its Bid during the period of bid validity or

4.6.3.2 If the Bidder fails to accept corrections of arithmetic errors identified by the EdCIL in the Bidder's Bid, if any or

4.6.3.3 In case of a successful Bidder, if the Bidder fails:

4.6.3.3.1 To sign the contract form in accordance with the terms and conditions.

4.6.3.3.2 To furnish performance security/security deposit as specified in this tender.

4.6.4 Exemption from paying Earnest Money Deposit:

Bidders registered with Micro Small Medium Enterprises (MSME) are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI applicable as on the date of NIT.

4.6.5 Refund of EMD:

4.6.5.1 The EMD will be returned to unsuccessful Bidder(s) after the award of work to the successful bidder.

4.6.5.2 Earnest money will be forfeited if a bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

4.6.5.3 In Case of Successful Bidder, the EMD shall be refunded after receipt of 3% Performance Bank Guarantee from a Nationalized bank operating in India.

4.7 Amendment to the Tender Document

4.7.1 At any time up to the last date for receipt of tender, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

4.7.2 The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.

4.7.3 Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

4.8 Clarifications on submitted bids

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

4.9 Performance Security

4.9.1 The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of

Letter of Award. The Performance Bank Guarantee (PBG) should be issued by a Nationalized Bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.

- 4.9.2 PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.
- 4.9.3 In case the duration of contract is extended beyond the initial one-year period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

4.10 Acceptance/ Rejection of bids

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

CHAPTER 5
Eligibility & Bid Evaluation

5.1 Bid Evaluation Process

5.1.1 Evaluation will be based on the bidder meeting the eligibility criteria and evaluation of financial bid. It is mandatory for the bidder to fulfil all the eligibility criteria to be technically responsive and for being considered for evaluation of their Financial Bid. The bidder with lowest financial quote (Fs) shall be considered for award of contract.

5.2 Eligibility Criteria

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

S. No.	Eligibility Criteria	Supporting Documents
1.	The bidder shall be a Private Limited or Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should be into existence in India for last 5 years as on day of bidding. Consortium / Joint venture bid not allowed.	Copy of relevant Certificates along with - 1. Certificate of Incorporation 2. Permanent Account Number (PAN); and 3. Goods and Service Tax Number (GST)
2.	The Bidder should have an average annual turnover of INR 10 Crores from Examination-based projects during the last three financial years i.e. 2020-21, 2021-22, 2022-23.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization.
3	Bidder must have a valid certification of ISO 9001 (verifiable on IAF portal) and CMMI Level 3 certificate as on day of bidding.	Copy of valid certificates must be uploaded.
4.	The bidder should have work experience for providing Installation & configuration of at least 100 SIP/VoIP Enabled Phones at Exam Centers in a single examination for any Govt./Semi-Govt. Department/ PSUs/Government Undertaking during the last 3 financial years.	Copies of Work Order to be uploaded.
5.	The bidding organization should not have been debarred/ blacklisted by any Central Govt. /State Govt. / Semi-Govt. /PSU or Govt. University/ Educational Institutions/ Organization/Board/ Council/Commission or by any other Government undertaking organization during the last 10 years as on day of bidding. In case any documents contradicting the above clause are found by the department, the department reserves the right to immediately reject the Bid.	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure - IV.

6.	VPN Hardware proposed to be used in this project should have certification such as CE/RED, UKCA, CITC, ICASA, RCM, CB, E-MARK, GCF	Documentary evidence along with MAF from OEM should be submitted along with Techno-commercial bid.
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Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.

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

5.3 Other Terms & Conditions of the tender

- 5.3.1 Bidders must quote rates only in the financial bid proforma provided in the tender document (online).
- 5.3.2 The Tender document is not transferable under any circumstances.
- 5.3.3 The selected bidder would be required to carry out the work as per job description. No TA/DA/conveyance/transportation/postage charges, etc. will be admissible for execution of the work.
- 5.3.4 Time schedule for various activities should be strictly adhered to by the successful bidder.
- 5.3.5 **Delayed Delivery:** If the delivery is not made within the due date for any reason under the control of the successful bidder, the EdCIL reserves the right to impose Liquidated damages upto maximum deduction of 10% of the contract value/ rate. The LD shall be applied only on the portion of items not delivered within the stipulated time period for reasons under the control of the supplier. Applicable GST on LD amount would also be charged additional.

Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantee/s submitted by successful bidder.

5.5 Penalty Terms:

- 5.5.1 In case of SIP/VoIP Enabled Phone not being supplied by bidder at required Exam Centers, Bidder would be penalized by Department authorities as per below:
 - amount of leftover Exam centre would not be paid
 - 100% amount would be penalized as of SIP/VoIP Enabled Phone for that specific Exam centre (Number of estimated Exam Center x Per Exam Center Per Shift rate)
- 5.5.2 Maximum penalty will be capped at 10% of the Work Order Value for that specific exam.

5.5.2 GST as applicable on penalties shall be charged extra from the successful bidder.

5.6 Fraud and Corrupt /Malpractices

5.6.1 All the Bidders must observe the highest standards of ethics during the process of selection of Successful Bidder and during the performance and execution of contract.

5.6.1.1 For this purpose, definitions of the terms are set forth as follows:

5.6.1.1.1 "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.

5.6.1.1.2 "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 completion.

5.6.1.1.3 "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

5.6.1.1.4 "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.

5.6.1.2 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.

5.6.1.3 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.

5.6 Failure to Agree with the Terms and Conditions of the tender

5.7.1 Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the Fixed Performance Guarantee of the most responsive Bidder.

CHAPTER 6

Scope of Work

6.1 SOW - VOIP IP PHONES AT EXAM CENTERS

- 6.1.1 Installation of one VOIP enabled IP Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that VOIP enabled IP Phone is functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- 6.1.2 To arrange required connectivity for VOIP enabled IP Phone and to ensure that VOIP enabled IP Phone is in working condition during the examination.
- 6.1.3 Power arrangement for VOIP enabled IP Phone would come under the scope the EDCIL.
- 6.1.4 Bidder has to ensure that all calls from exam center made through VOIP enabled IP Phone are routed to designated SIP address at Control Room and vice versa.
- 6.1.5 Bidder has to ensure that all calls are routed through VOIP PBX over internet securely.

6.2 INSPECTION:-

- 6.2.1 Genuine material of requisite brands/specifications will be the requisite to be supplied for this Purpose. Supplying duplicate products/ non-Benchmark quality/non branded product will be seriously viewed and action will be initiated against the vendor as per contract.
- 6.2.2 In case of Non-Standard supply, the supplied items will have to be taken back at the cost of Vendor himself.
- 6.2.3 No payment will be made for rejected items, which do not confirm to the specifications stipulated. Such items will have to be replaced by the Vendor at their own risk and cost and to the satisfaction of the Officers of the tendering authority.
- 6.2.4 The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet/ test Certificate and accompanying delivery challan/ test certificate. Tendering Authority reserves the right to inspect the material at any other standard testing centre.
- 6.2.5 The quality of the material supplied will be examined and verified from appropriate Government Authorities if required and the bill will be processed after the verification report received from the concerned Government Authority. If it is found that the quality is not according to the specifications given herein above, the same will be seriously viewed by EdCIL and action will be initiated as per the Law.
- 6.2.6 The Vendor has to submit samples of the items free of cost for inspection & after approval of the sample by the Competent Authority, work order will be awarded and all the supplies will be as per sample approved. Supply Order(s), if placed shall be governed by the standard Terms and Conditions of supply of stores, plant and equipment.
- 6.2.7 The staff of the Tendering authority will carry out random checking of the work being done by the vendor and in the event, the bidder is not executing or completing the work as per schedule/work order and quality decided, the Tendering Authority may impose a penalty.
- 6.2.8 Tendering Authority if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable

product nor shall preclude subsequent rejection during the final inspection at works/site. It is the responsibility of the vendor to ensure that only the inspected materials confirming to specifications are supplied.

CHAPTER 7
Contract Period and Payment Terms

7.1 Contract Period:

7.1.1 The duration of the project is for an initial duration of one year which may be further renewed on year-to-year basis subject to satisfactory performance by successful bidder upto a maximum period of three years from the date of contract. The prices quoted by the bidder as per the financial bid submission form should be valid for a three-years period. In case, the performance of successful bidder is not found to be satisfactory or in conformity to the terms and conditions of the tender document, the contract may be terminated even before the scheduled time. The decision of EdCIL will be final and binding on the successful bidder. In the event of premature closure of the contract due to the reasons cited above, the performance security deposit shall be forfeited along with penalty decided by EdCIL.

7.2 Payment Terms:

- 7.2.1 The payment to the successful bidder shall be made in Indian rupees and shall be only after the successful completion of each examination cycle without any deficiency. No advance payment shall be made including payments of handling charges / service charges, etc. under any circumstances to the successful bidder.
- 7.2.2 TDS will be deducted as per rule.
- 7.2.3 Taxes as applicable would be paid extra.
- 7.2.4 All payments to successful bidder will be made by NEFT / RTGS for which necessary IFSC code and bank details will be intimated by the Service Provider.
- 7.2.5 No payment shall be made in case of non-submission of performance bank guarantee by the successful bidder.
- 7.2.6 The successful bidder has to sign an agreement on non-judicial stamp paper.

CHAPTER 8

General Contract Terms

8.1 Standards of Performance

The Successful bidder shall deliver the services and carry out their obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful bidder shall always act in respect of any matter relating to this contract as faithful successful bidder to EdCIL. The Successful bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the TENDER in totality.

8.2 Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction. The place of jurisdiction would be New Delhi (India).

8.3 Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

8.4 Taxes

Successful Bidder should be entirely responsible for all taxes incurred until delivery of the contracted Services. Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

8.5 Termination for default

8.5.1 The EdCIL should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, terminate the Contract in whole or part:

8.5.1.1 If the Successful bidder fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or

8.5.1.2 If the Successful bidder fails to perform any other obligation(s) under the Contract.

8.5.1.3 If the Successful bidder, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.5.1.4 For the purpose of this Clause:

a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

- c) In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Successful bidder should continue the performance of the Contract to the extent not terminated.

8.6 Force Majeure

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

8.6.1.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

8.6.1.2 If a Force Majeure situation arises, the Successful bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.7 Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the

completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8.8 Fall Clause

It is a condition of the contract that all through the currency thereof, the price at which Vendor will supply the services should not exceed the lowest price charged by Vendor to any customer during the currency of the contract and that in the event of the prices going down below the contract prices, Vendor shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.

8.9 Non-Disclosure

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

8.10 Insurance:

8.10.1 It will be the responsibility of the bidder to insure their deputed manpower against any casualties, eventualities or accident at the examination venue or otherwise before / during /after the examination.

8.10.2 EdCIL will bear no responsibility for the cost and consequences or any other liabilities arising therefrom.

8.11 Indemnity

8.11.1 The successful bidder shall indemnify 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:

8.11.1.1 Any negligence or wrongful act or omission by the successful Bidder or the successful Bidder's Team or any third party associated with Bidder in connection with or incidental to this contract; or

8.11.1.2 Any breach of any of the terms of the successful Bidder's Bid as agreed, the Tender and this Contract by the successful Bidder, or the successful Bidder's Team or any third party.

8.11.1.3 Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

8.11.1.4 The indemnity shall be to the extent of 100% in favor of EdCIL.

8.12 Resolution of Disputes:

8.12.1 The dispute resolution mechanism to be applied pursuant should be as follows:

8.12.1.1 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.

8.12.1.2 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.

8.12.1.3 The venue of the arbitration should be the place from where the order is issued.

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

8.13 Integrity Pact:

The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with EdCIL would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a ‘Non-Judicial Stamp paper’ of Rs.100/-.

8.14 Arbitration

8.14.1 If any dispute arises out of the contract 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.

8.14.2 All legal proceedings shall have to be lodged in courts situated in New Delhi (India) and not elsewhere.

8.14.3 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.

8.14.4 The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.

8.14.5 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.

8.15 Jurisdiction

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

8.16 Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to successful bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party’s liability herein shall not apply to (i) liability for damages, resulting from the wilful misconduct and (ii) breach of the use terms in respect of bidder’s application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL to perform any of EdCIL’s obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge EdCIL for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

8.17 Signing of Contract

After EdCIL notifies the successful bidder that its proposal has been accepted, EdCIL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between EdCIL and the successful bidder with mutually agreed terms and conditions.

8.18 Information security and data privacy:

8.18.1 The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

8.18.2 The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

8.19 Notices

8.19.1 Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.

8.19.2 A notice should be effective when delivered or on the notice's effective date, whichever is later.

All the notices to be sent to the following address:

General Manager (OTAS)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201301, Uttar Pradesh
Tel: 91-120-4358223

8.20 Acknowledgement

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

8.21 Special Conditions to this Contract

8.21.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

8.21.2 Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work assigned to them.

8.21.3 The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of Vendor's employees engaged in connection with the contract work. If the Vendor's employee(s) is/are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty/penal action, Vendor will be liable for administrative action including Blacklisting the Vendor for future Contracts.

8.21.4 The losses caused by the vendors' employee at examination centres will be recovered from the Vendor.

8.21.5 EdCIL under no circumstances shall entertain any claim for compensation in respect of damage to SIP/VoIP phones and Accessories that may occur due to storm, fire, rain,

natural calamities, and any other unforeseen circumstances.

- 8.21.6 The successful bidder will depute his representative(s), who will be present at examination centres to ensure proper working of the system till the completion of examination. Further, successful bidder shall provide one/two operators per system in control room situated at the office of EdCIL/end-client of EdCIL.
- 8.21.7 The successful bidder shall facilitate EdCIL to inspect the site of the agency/firm to assess and verify the manpower and infrastructure available with them.
- 8.21.8 EdCIL reserves the right to restrict and deny the entry of any staff member of the bidder in to the examination centre, if deemed appropriate by it.
- 8.21.9 The bidder must ensure that the staff engaged are disciplined and maintain full decorum during conduct of CBT.
- 8.21.10 Sub-contract is not allowed.
- 8.21.11 The successful bidder is advised to visit all the centre(s) well in advance of the examination date to get acquainted with the available facilities at the centre(s).
- 8.21.12 Successful bidder will ensure confidentiality of the examination. If any person deployed by the successful bidder in connection with the work is found guilty and misbehaves with person deployed at examination centres or found indulging in activities harmful to smooth conduct of the examination, the successful bidder will be held responsible for his act in addition to the individual. No payment shall be made by EdCIL for such centre(s).
- 8.21.13 Successful bidder will be responsible for any kind of accident/ loss caused during the entire duration of work.

ANNEXURE – I

BID FORM

I. Addressed to

a.	Name of the tendering authority	EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A Noida – 201301 (U.P.), India
c.	Telephone	0120-2970206 to 207
d.	Tele-Fax	0120-2970209

II. NIT Number: EdCIL/OTAS/VoIP/2024

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited		
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				

- IV. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- V. The information given above is correct. In case, at any stage, any information is found to be false, our bid/offer stands rejected.

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

Date:
Place:

BANK GUARANTEE TOWARDS BID SECURITY (EMD)

Bank Guarantee No. _____

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

Whereas..... (herein after called "the Bidder") has submitted its Bid dated.....(Date) in response to the NIT No:..... for "Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres" (here in after called "the Bid")

KNOW ALL MEN by these presents that We having our registered office at..... (hereinafter 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:
 - i. fails or refuses to execute the Agreement form if required; or
 - ii. fails or refuses to furnish the performance 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 one or both of the two 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:.....

for (indicate the name of bank)
Signature of Banks Authorized official
Witness (Name) _____
Designation with Code No. -----
Full Address-----

TECHNICAL BID SUBMISSION LETTER

To:

Dated: ___/___/2024

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

Subject: Submission of the techno-commercial bid for Selection of Agency for “Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres”.

Dear Sir,

We, the undersigned, offer to provide services mentioned above to EdCIL (India) Limited and EdCIL’s end Client.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the TENDER document. We would hold the terms of our bid valid for 90 days as stipulated in the TENDER document.

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

ANNEXURE – IV

SELF-DECLARATION – NON-BLACKLISTING

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

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

Sir,

In response to the NIT no. _____ dated _____ for “Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres”, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ University/ Board/ Council/ Commission or court of law.

We, further declare that presently our Company /Firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ University/ Board/ Council/ Commission or court of law as on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

TENDER COMPLIANCE SHEET

S. No.	Description	Yes/No	Page No
1.	Bid Security/ EMD Whether the bidder has attached the Bid Security?		
2.	Bid validity 90 days or not?		
3.	Whether the bidder has quoted for all the items & services in the scope of work?		
4.	Whether price as per Financial Bid quoted or not?		
5.	Payment terms as per bid agreed or not?		
6.	Undertaking as per Annexure-IX or not?		
7.	Signed copy of Pre-contract integrity pact		
8.	Techno-commercial Bid submission Letter		
9.	Signed copy of the tender document submitted		
10.	Power of Attorney		
	Eligibility Criteria		
11.	The bidder shall be a Private Limited or Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should be into existence in India for last 5 years as on day of bidding. Consortium / Joint venture bid not allowed.		
12.	The Bidder should have an average annual turnover of INR 10 Crores from Examination-based projects during the last three financial years i.e. 2020-21, 2021-22, 2022-23.		
13.	Bidder must have a valid certification of ISO 9001 (verifiable on IAF portal) and CMMI Level 3 certificate as on day of bidding.		
14.	The bidder should have work experience for providing Installation & configuration of at least 100 SIP/VoIP Enabled Phones at Exam Centers in a single examination for any Govt./Semi-Govt. Department/ PSUs/Government Undertaking during the last 3 financial years.		
15.	The bidding organization should not have been debarred/blacklisted by any Central Govt. /State Govt. / Semi-Govt. /PSU or Govt. University/ Educational Institutions/ Organization/Board/ Council/Commission or by any other Government undertaking organization during the last 10 years		

	as on day of bidding. In case any documents contradicting the above clause are found by the department, the department reserves the right to immediately reject the Bid.		
16.	VPN Hardware proposed to be used in this project should have certification such as CE/RED, UKCA, CITC, ICASA, RCM, CB, E-MARK, GCF		

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

ANNUAL TURN OVER FORM

Name of Firm:

Sl. No.	Financial Year	Annual Turnover (Rs. In Crore)	Profit/Loss (Rs. In Crore)
1.	2020-21		
2.	2021-22		
3.	2022-23		
Total			
Total in Words			
Average			
Average in Words			

Note:

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

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

ANNEXURE -VII

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S No	Name of Examination	Name of organization	Total No. of SIP/VoIP Phones Installed	Remarks
1	2	3	4	5

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address with seal of the Firm

Date: _____

Place: _____

POWER OF ATTORNEY

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS DAY OF..... 2024.

For..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

LETTER OF UNDERTAKING

(ON THE LETTER HEAD OF THE BIDDER)

To
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 NIT No. _____ Dated _____ We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

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

Thanking you,

Yours faithfully,

Name of the Bidder _____

Authorized Signatory _____

Seal of the Organization _____

Place:

Date:

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2024, 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 _____, _____ (Designation) (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 setting up and configuring VoIP/SIP Telephones at Examination Centres”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. Dated

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / proprietorship, constituted in accordance with the relevant law in the matter and the EdCIL is a 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 Bid document No. dated at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- 1.1 EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to EdCIL with full and verifiable facts and the same is prima facie found to be correct by EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by EdCIL the proceedings under the contract would not be stalled.

2. Commitments of Bidders

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

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or

any other contract with the Government.

- 2.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 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 EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

3. PREVIOUS TRANSGRESSION

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

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

4. EARNEST MONEY DEPOSIT

4.1 While submitting Technical bid, the BIDDER shall deposit bid declaration form along with the bid.

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

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

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

5. SANCTIONS FOR VIOLATIONS

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with

interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by EdCIL, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to EdCIL resulting from such cancellation/rescission and EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of EdCIL.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by EdCIL with the BIDDER, the same shall not be opened.
- x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

6. INDEPENDENT MONITORS

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

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and

perform their functions neutrally and independently.

- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 6.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 6.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

7. FACILITATION OF INVESTIGATION

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

8. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Delhi courts only.

9. OTHER LEGAL ACTIONS

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

10. VALIDITY

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

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

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

EdCIL (India) Limited

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: _____

To

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

In consideration of the EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. ____ Dt : ____ made between _____ (Designation & address of contract signing Authority) and _____ (here in after called “the said Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for _____ (_____ only)

as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to EdCIL (India) Ltd an amount not exceeding _____ (_____ only) on demand by EdCIL (India) Ltd.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (OTAS), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (_____ Only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

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

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

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

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

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

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

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

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

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

Signature of Banks Authorized official

Witness

(Name)_____

Designation with Code No. -----

1

Full Address-----

2.

CONTRACT FORM

THIS AGREEMENT made the day of 2024 between..... EdCIL (Hereinafter called "the Purchaser") of the one part and..... (Name & address of Successful bidder)

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

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

PREAMBLE

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Education (MOE), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.
2. AND WHEREAS vide Tender Ref. No..... dated.....(hereinafter collectively “the Tender”) EdCIL invited bids from eligible agencies for entering into rate contract for “Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by the

said (For the EdCIL)

in the presence of

Signed, Sealed and Delivered by the

said (For the Successful bidder)

in the presence of

- In addition to the contract agreement a Non-Disclosure Agreement will be signed between the successful bidder and EdCIL post award of work.

PRE-BID QUERY FORMAT

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

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

FINANCIAL BID

Dated:_____

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

Sir,

Based on the terms and conditions mentioned in the tender document for “**Selection of Service Provider for setting up and configuring VoIP/SIP Telephones at Examination Centres**”, I/We accept all the terms and conditions of the tender document and quote our lowest rates for the same as under:

S. No.	Services Description	UOM	Unit Price (INR)	GST %
1	VoIP IP Phones at Examination Centres	Per Device Per Day		

Note:

1. These rates will be valid for one year.
2. The quoted rates shall be exclusive of GST. GST shall be paid extra.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address with seal of the Firm

Place:_____