

Limited Tender
For
Supply, Installation & Commissioning of Video Conferencing System

Tender Ref. No. EdCIL/IS/VC/2016 dated 21st July 2016



EdCIL (India) Limited
(A "MINI RATNA" Govt. of India Enterprise)
'Ed.CIL House', Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372



EdCIL (India) Limited
(A Government of India Enterprise)
(A Mini Ratna Company)

(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)

Limited Tender
for
Supply, Installation & Commissioning of Video Conferencing System at EdCIL Corporate House, 18A, Sector 16A, Noida

Tender Ref. No. EdCIL/IS/VC /2016 dated 21st July 2016	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise] EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	5 th August 2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	5 th August 2016 at 15.30 hrs

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A. INTRODUCTION

EdCIL (India) Limited, a Mini Ratna CPSE (Central Public Sector Enterprise) and ISO 9001:2008 & 14001:2004 Certified Company was incorporated in 1981, under the Ministry of Human Resource Development having its Corporate office, EdCIL House, 18A, Sector 16A, Noida. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) mandated to serve the education sector over the three decades of education sector experience and a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and large corporate.

EdCIL currently runs Project Management Units (PMUs) known as Technical Support Groups (TSGs) for Pan India Mega projects of MHRD covering SSA, MDM, NMEICT, NLMA, RMSA, HESPIS, PMMMNMIT etc.” This Corporation intends to **Install Video Conferencing System at it’s Corporate Office, NOIDA.**

B. SCOPE OF WORK

- (a) Supply, Installation and Commissioning of Video Conferencing System at **EdCIL Corporate Office, (Ed.CIL India Limited, Plot No. 18A, Sector 16A, Film City, Noida Utter Pradesh, PIN 201 301)** as per requirement given in **Annexure 1.**
- (b) Documentation and Training of Video Conferencing System at the said location.
- (c) On-site support/warranty for a period of 12 months for all items (i.e. VC System, TV, and Trolley) from the date of installation.

EdCIL (India) Limited, (EdCIL) invites ‘**Sealed Bids**’ from the authorized distributors/dealers of OEM for **Supply, Installation & Commissioning of Video Conferencing System at its Corporate Office, NOIDA.** Detailed Terms & Conditions and list of items required may be downloaded from EdCIL’s Website www.edcilindia.co.in.

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	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372
e.	Email Id	manasb@edcil.co.in

II. Tender No. EdCIL/IS/VC/2016 dated 21st July 2016

III. Other related details:-

1	Name of Bidder													
2	Name & Designation of Authorized Signatory													
3	Registered/Head Office Address													
4	Delhi Office	<table border="1"><tr><td>Address</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Fax:</td><td></td></tr><tr><td>Contact Person</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Email id</td><td></td></tr></table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
Contact Person														
Phone														
Email id														
5	Year of Establishment													
6	Type of Firm (Put Tick mark)	<table border="1"><tr><td>Public Limited</td><td>Private Limited</td><td>Partnership</td><td>Proprietary</td></tr></table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7	Telephone Number(s)/ Mobile													
8	Website URL													
9	Fax No.													
10	Email Address													
11	Indicate if organization has been blacklisted or not													
14	Are there any clarification / information etc that the bidder may like to make													

IV. We agree to abide by all the conditions mentioned in this Tender 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 prices for the services as prescribed in financial document are given separately in the financial bid.
- VI. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- VIII. No Advance payment shall be made. Payments shall be made as per payments terms.
- IX. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Terms & Conditions

1. GENERAL INSTRUCTION TO BIDDERS:-

- (a) Any offer made in response to this tender when accepted by EdCIL (India) Limited will constitute a contract between the parties.
- (b) The bid must be accompanied with an **Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only)**. The EMD should be in the form of Demand Draft in favour of **EdCIL (India) Limited** payable at New Delhi/NCR failing which the bid would be rejected. The EMD of the successful bidder shall be treated as a part of the security deposit. In the case of bidders whose bids are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within 30 days from the date of issue of Purchase Order to the successful bidder. All SSI Units having valid registration certificate with NSIC/MSME for 'Video Conference System' may be exempted from submission of EMD, but they have to submit the requisite valid registration & exemption certificate issued by NSIC/MSME. If they fail to submit the required certificates, the bids submitted by them will be summarily rejected.
- (c) The supplier fully responsible for any loss in transit and will also be responsible for safe delivery of goods/stores in good condition at EdCIL, Noida
- (d) Bid should be valid for a minimum period of 90 days from the date of opening of Bid. The sealed bids superscribing on the envelope 'Bid for Supply, Installation and Commissioning of Video Conference Facility' with tender number and due date should reach on or before the specified date and time to the HOD (IS), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201 301 (U.P).
- (e) EdCIL takes no responsibility for delay, loss for non-receipt of bids/documents sent by post and reserves the right to accept the reject any part/full of the bid without assigning any reason whatsoever.
- (f) Bids received after due date and time shall be rejected.
- (g) The Price must be quoted in India Rupees. The rates should be inclusive of all charges such as octroi, packing, forwarding, insurance & loading, unloading, freight and clearance, etc. & bidder should undertake to supply goods at EdCIL, Corporate House, Noida at his cost. The rate would also include installation charges.
- (h) The VAT/Sales/General Taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of VAT & other taxes. VAT/CST registration No. and date of its validity should be indicated. EdCIL will not provide "C" & "D" forms, hence quote may include the taxes actually leviable. The firm must quote their TIN No. , PAN No., (IT returns) VAT registration no. etc. in the Bid (**attested copies to be enclosed**).
- (i) The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and rates quoted in words will be taken

in to consideration. The overwriting, cutting, erasing, if any should clearly be duly attested.

- (j) The categories of items and quantity indicated in the Tender Document are tentative. EdCIL reserves the right to increase or decrease the quantity or delete some or all the items depending on the needs without assigning any reason at the time of award of purchase order.
- (k) **Warranty:** The bidder shall provide 12 months On-site Warranty for all items from the date of installation and shall be responsible for any defects that develop in the equipments. They shall also replace any defective part of the product supplied without any exception and recourse, free of cost.
- (l) The Supplier is responsible for all packing, unpacking, assembles, installation of units. The Supplier will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period.
- (m) For goods supplied locally, no advance payment or payment against Proforma invoice will be made. Payment will be made after receipt, inspection, installation and successful testing of the all the equipments supplied.
- (n) Packing list giving description of the contents must be put on all packages.
- (o) The delivery, installation and successful testing of the items must be completed within 21 (Twenty One) days from the date of award of contract to the successful bidder.
- (p) **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and "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 Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial by non-competitive levels and to deprive the Purchaser the benefits of free and open competition.

EdCIL will reject a proposal if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practice(s) while competing for the contract in question.

2. CONTRACT / AGREEMENT

(a) Performance Bank Guarantee

EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the Performance Bank Guarantee will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the

notification of award. The successful bidder shall furnish performance bank guarantee in favour of EdCIL (India) Ltd., issued by a Nationalized Bank only located in India, as per format given in **Annexure-6** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.

This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the successful bidder from time to time as required by EdCIL.

The proceeds of the performance bank guarantee shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.

The Performance Bank Guarantee will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

(b) Liquidated Damage (LD) on account of Delays in the Bidder's Performance

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

- (c) Payment will be made within 15 days after receipt of material, installation, and its final acceptance.

(d) Settlement of Disputes

General: If any dispute arises between the Bidder and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Bidder on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Bidder will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

(e) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

(e) Arbitration:

- a. 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.
- b. All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

(f) Reservation of Rights:

EdCIL reserves the right to:

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

(g) Suspension

- a. EdCIL may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall direct the Bidder to remedy such failure within a specified period

from the date of receipt of such notice of suspension by the Bidder.

- b. EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Bidder.

(h) Force Majeure

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

(i) Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

DETAILED EVALUATION

The following documents should be submitted along with the sealed bid.

S. No	Particulars	Documentary evidence to be submitted
	Legal Status / Constitution of Firm	Attested copy of Certificate of Incorporation
1	The bidder should be dealer/distributor of Original Equipment Manufacturer.	Authorization letter from the original equipment manufacturer
2	The average annual turnover of the bidder during the last three financial years (FY 2012-13, FY 2013-14 & FY 2014-15) shall be more than Rs. 50.00 Lakhs.	Audited balance sheets along with copy of CA certificate
3	Bidder should have satisfactorily completed "similar works" during the last three Financial Years (i.e. FY 2012-13, 2013-14 & 2014-15) for value as under: One single order of Video Conferencing System having value of Rs. 12.00 Lakhs. (OR) Two orders of Video Conferencing System having value of Rs. 8.00 Lakhs	Copy of work order and completion/installation certificate issued by client
4	The bidder shall furnish an undertaking duly self attested regarding their non-blacklisting in any of the government department and public sector undertaking/enterprise in India and central vigilance commission during the last three financial years (2013-14, 2014-15 & 2015-16).	Undertaking as per Annexure-3
5	PAN No., TIN No. & VAT No.	Copy of Certificate to be attached

Schedule of Requirements

S.No	Item	Quantity (No.)
1.	Video Conferencing System for (1+7 sites) with Multipoint License Software	01
2.	HDMI Video Recorder with 1 TB Hard Disk	01
3.	LED TV Set 65”	01
4.	Trolley	01
5.	Installation, Commissioning, Documentation, Programming & Training	As Required

TECHNICAL SPECIFICATION AND COMPLIANCE

S.No	Item	Quantity (No.)	Technical Compliance (Yes/No)
1	Video Conferencing System for (1+7 sites) with Multipoint License Software	01	
	Codec	High Definition Video conferencing Codec, suitable for use in Medium Room & Small Rooms as part of a Video Conferencing Solution. IP Compatible.	
	Camera	High Definition 12X Zoom Camera	
	Table Microphone	2 Nos. Powerful High-Fidelity Omni directional Microphone.	
	Operation type	Remote Control	
	Bandwidth Support	Up to 6 Mbps	
	Video Standard	H.263 and H.264 and Latest Standard	
	Audio Standard	G711,G722, and Latest Standard	
	Video Input	1/2 x HDMI, 1x DVI/VGA	
	Video Output	2/3 x HDMI, 1/3 x DVI /VGA	
	Audio In	Two Microphone Input port, 2 x RCA Line-in	
	Audio Out	HDMI for recording & audio system. RCA pair, Mini Jack for line output	
	Network	IPv4 and IPv6 support	
	Other Features	Supported / inbuilt recording of entire session of 8 Hrs. on MPEG 4 / suitable format	
	Warranty	1 year onsite warranty	
2.	HDMI Video Recorder with 1 TB Hard Disk Audio & Video Inputs/Interfaces of Connect to Video Conferencing System specified at item no.1. Suitable Audio & Video Output or Interfaces to play back recorded session to the LED TV. Suitable Internal Memory/Hard Disk of 1 TB Capacity to record the Video Conferencing Event along with Audio. Features to copy Recorded events to Hard Disk. Recorded sessions shall play back using Windows Media Player in Windows Operating System. Full Function Infra Red Remote Controller for operation.	01	

3.	65" LED Full HD TV Intelligent Peak LED, Motion flow 400, X-reality PRO picture engine optics Contrast and Triluminos colour display panel Full HD with 2D & 3D, Built-in 3D Transmitter, Wi-fi integrated with 4 HDMI Port	01	
4.	Trolley Should be made of sturdy and strong material to provide a long lasting life, the colour of the trolley should match aesthetically with the proposed 65" LED Television. It should have height of standard conference table such that the view angle of the TV is not obstructed. Should be movable with provision of lockable wheels fixed in the legs of the trolley. Should have a power distribution box with 04 nos. of power points with spike buster and MCB. The power distribution box should be connected with a 10 Mtrs. Power cable.	01	

SELF-DECLARATION – NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender **EdCIL/IS/VC/2016 dated 21st July 2016 for Supply, Installation & Commissioning of Video Conference System**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Turnover Statement

S.No	Financial Year	Annual Turnover of bidder
1.	2012-13	
2.	2013-14	
3.	2014-15	

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

Details of Past Experience:

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU in education Institutes/Universities :

S.No	Name of Client	Name of the Project and brief description	Value	Date of award	Date of Completion	Current Status
1.						
2.						
3.						
4.						
5.						
6.						

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chairman and Managing Director EdCIL acting through---- (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----
-----dt..... Made between..... (Designation & address of contract signing Authority) and
..... (here in after called “the said Service Provider” for the work..... (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance bank Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ (₹only) on demand by the EdCIL (India) Ltd.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service

Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by
- (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we
- (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for

(indicate the name of bank)

Signature of Banks Authorised official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

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 2016, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

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

WHEREAS the EdCIL proposes to procure services towards supply, installation, testing and commissioning of video conference system, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2016
dated.....2016.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2016 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 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of Bidders

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

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

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage

or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 20,000/- as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

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

6.0 **SANCTIONS FOR VIOLATIONS**

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

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

be further extended at the discretion of the EdCIL.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. INDEPENDENT MONITORS

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

8.2 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.

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

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

8.5 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.

8.6 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.

8.7 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.

8.8 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, should the occasion arise, submit proposals for correcting problematic situations.

9. **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.

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender **No. EdCIL/IS/VC/2016 dated 21st July 2016** 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 tender with successful bidder.

12.2 Should 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.

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

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____ 1. _____

2. _____ 2. _____

Witness

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

FINANCIAL BID

SI.No.	Item	Quantity (No.)	Total Amount (Rs.)
1	(A) Video Conferencing System for (1+7 sites) with Multipoint License Software	01	
	(B) HDMI Video Recorder with 1 TB Hard Disk	01	
	(C) 65" LED Full HD Television	01	
2	Trolley	01	
3	Installation, Commissioning, Documentation, Programming & Training	As required	
4	Total (1+2+3)		
5	Tax (specify if any)		
6	Grand Total (4+5) in Figures		
Grand Total (in words)_____			

Note: The above quoted rates should be all inclusive of all taxes, freight and on-site warranty of items 1 to 3 of video conferencing system to be installed at Corporate Office, Noida.

(Signature)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp: