

BID DOCUMENT

Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha

Part -I – TECHNICAL BID

NIT No- EdCIL/DES/Odisha-VSK/2026-27/05

Dated: 07.07.2026



EdCIL (India) Limited

A Govt. of India, Mini Ratna Category-I CPSE

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

Noida-201301 (U.P.) India

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

Reg. Office: 7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001

CIN No.: U74899DL1981GOI011882

This document is serially numbered from page number 01 to 80

EdCIL/DES/VSK/2026-27/001

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") 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 RFP and such other terms and conditions subject to which such information is provided.

This RFP 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 RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP 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 RFP 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 RFP. 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 RFP. 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 RFP.

The issue of this RFP 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) LIMITED
(A Govt. of India Mini Ratna CATEGORY-I CPSE)
SECTOR 16A, NOIDA**

N.I.T. No. EdCIL/DES/Odisha-VSK/2026-27/05

Date:-07.07.2026

Name of work	Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha.
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	07.07.2026
Document Download Start Date	07.07.2026
Pre-Bid Submission	13.07.2026 till 1600 Hrs
Pre-Bid meeting	14.07.2026 at 1200 Hrs
Pre-Bid queries should reach by	13.07.2026 till 16:00 Hrs Bid queries received later than the date and time as mentioned above will not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in as per format specified.
Venue of Pre-Bid Conference	<u>Through Online Mode Only</u> Please visit EdCIL website for the information regarding meeting link
Last Date and Time for receipts of Bids	27.07.2026 till 1600 Hrs 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.
Date and Time of Opening of Technical Bids	27.07.2026 at 1630 Hrs
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lakhs Only) in form of Bank Guarantee from a Nationalised Bank in India/ Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted along with documents as per the Instructions to bidders.
No. of Covers	02 (Two Packets)
Bid Validity days	180 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	3% of the contract value of the successful bidder. PBG is required to be submitted within 14 days from the date of issue of LOA.

Email Address	destenders@edcil.co.in,
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301
Registered Office	7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001

1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not got registered in e-procurement should get register/enroll before participating.
2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).
3. Bidders are advised to visit the EdCIL Web site to keep themselves updated for information on this tender. Corrigendum and addendum (if any) may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. The Pre-Bid queries, Corrigendum/addendum are part of the tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines 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.

Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 0120-4156001, 4156002, 4154003

CHAPTER- I

Offline and Online Bid Submission

1.1 Offline Submissions:

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope to EdCIL Corporate Office, Noida before the start of Tender Technical Bid Opening.

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

- a) Original copy of the EMD Security in the form of Demand Draft/NEFT/Online Bank Transfer.
- b) Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper.
- c) Original copy of the Non-Blacklisting Certificate.

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** Envelope as explained below: -

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Type
1.	Technical Bid	Annexure-I – Letter of Undertaking	PDF
2.		Annexure II- Tender Compliance Sheet	PDF
3.		Annexure III- Declaration Sheet	PDF
4.		Annexure-IV- Abstract of Relevant Experience and Qualification of Team Members	PDF
5.		Annexure V- CV Format for Team Members	PDF
6.		Annexure VI- Annual Turnover Form	PDF
7.		Annexure VII- Technical Compliance Sheet	PDF
8.		Annexure VIII- UNDERTAKING OF NON-BLACKLISTING	PDF
9.		Annexure IX- Power of Attorney	PDF
10.		Annexure X-Letter of Bid Submission	PDF
11.		Annexure XI- Performance Bank Guarantee (PBG) format	PDF

12.		Annexure XII- Proforma Pre-Contract Integrity Pact	PDF
13.		Annexure XIII- Contract Form	PDF
14.		Annexure XIV- List of Authorized banks for BG	PDF
15.		Annexure XV- Performa for Declaration on Proceeding Under Insolvency and Bankruptcy	PDF
16.		Annexure XVI- Pre-Bid Query Format	PDF
Envelope-2			
Sl. No.	Documents	Content	
1.	Financial Bid	Financial Bid Submission Letter	PDF
2.		Price bid as per Financial Bid	.XLS

CHAPTER-II

Definitions

Term	Definition
Supplier	Successful/Selected 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 Single Packet, Technical Cum Commercial Bid and Financial 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.
Tenderer/Bidder	"Tenderer" or "Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means calendar day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	" RFP " means the Request for Proposal
Order	"Order" shall mean the Letter of Award/Work order and its attachments and exhibits.
Consignee	"Consignee" shall mean EdCIL (India) Limited.
Similar Project/Similar Work	Similar work' implies Implementation of Personalized Learning Solutions/Personalized and Adaptive Learning Solutions/Vidya Samiksha Kendra/ERP in Education Domain/IT infrastructure projects.

CHAPTER-III

Instructions for E-Tendering

3.1 Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as www.tenderwizard.com/EDCIL.
- 3) The bidders are required to submit soft copies of their bids electronically on www.tenderwizard.com/EDCIL e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of www.tenderwizard.com/EDCIL. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website 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.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website www.tenderwizard.com/EDCIL as well as on EdCIL's website.
- 6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EDCIL.
- 7) It is mandatory for the bidders to get their Supplier 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.
- 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** www.tenderwizard.com/EDCIL, as

there could be last minute problems due to internet timeout, breakdown, etc.

- 9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.2 PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- 2) **Please go through 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) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, these can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

3.3 SUBMISSION OF BIDS

- 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to pay EMD as applicable through demand draft/BG/direct bank transfer as per tender condition in favor of “**EdCIL (India) Ltd**” payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- 4) 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.

- 5) 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.
- 6) 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

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.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

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

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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

CHAPTER-IV

Instruction to bidders

4.1 Due date:

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.

4.2 Preparation of Bids

The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the technical/financial bid in the given format.

4.3 General

- i. 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.
- ii. 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 RFP at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- iii. This RFP 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.
- iv. The offer/bid should be inclusive of GST as per prevailing rates. However, the percentage of GST should be clearly indicated.
- v. The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.
- vi. Price quoted by the bidder is including all transportation and installation etc. cost (if any).

4.4 Code of integrity

No official of the 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 behavior 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.

4.5 Preparation to Bids:

- i. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- ii. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- iii. The bid shall be uploaded on the website as per the instruction given in the RFP by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- iv. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- v. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vi. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.

- vii. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- viii. Failure to comply with the below requirements shall lead to the Bid rejection: -
 - a. Comply with all requirements as set out within this RFP.
 - 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 RFP, corrigendum or any addendum issued.

4.6 Language of Proposal:

The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.7 Bidder's Authorized Signatory:

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

4.8 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.

4.9 EMD:

The bidder should enclose EMD of Rs. 5,00,000/- (Rupees Five Lakh only) in the form of Demand Draft/NEFT/Online Bank Transfer drawn in favor of EdCIL (India) Limited and payable at NOIDA. Bidders registered with MSE and having valid registration certificate issued by NSIC/MSE are exempted for submission of EMD.

However, MSEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission as per Annexure XVI. The Bid sent without EMD will be considered as UNRESPONSIVE and will not be considered.

- i. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.
- ii. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- iii. The Earnest Money will be forfeited on account of one or more of the following reasons:
 - a) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
 - b) Bidder does not respond to requests for clarification of its bid.
 - c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - e) The Bank details for EMD preparation are

Name: EdCIL (India) Ltd
 Bank Account No: 36830596465
 IFSC Code: SBIN0000691
 Bank Name: State Bank of India
 Branch Name & Address: (00691) New Delhi Main Branch-11, Parliament Street, New Delhi-110001

4.10 Performance Security

- I. Performance security in the form of following to be submitted by the successful bidder:
 - i. FDR/DD from list of banks as per Annexure XVI.
 - ii. Performance Security should be form of Performance bank guarantee (PBG) from a list of banks as per Annexure XVI.
- II. Performance Security:
 - i. The successful bidder would be required to submit FDR / DD / PBG of an amount of 3% of the value within 14 days of placing of LOA failing which appropriate action may be taken by EdCIL.
 - ii. This FDR / DD/ PBG shall remain valid for a period of 4 years and 90 days from the date of issue of LOA to the successful bidder.
 - iii. In case the successful bidder fails to submit this PBG within the time stipulated, EdCIL at its discretion may cancel the work order for the successful bidder without giving any notice and terminate the contract.
- III. The successful bidder will not be entitled for any interest on the PBGs submitted.
- IV. EdCIL shall forfeit their respective PBG in full or part in the following cases:
 - When the terms and conditions of contract are breached/ infringed.
 - When contract is being terminated due to non-performance of the Supplier.
 - EdCIL incurs any loss due to “Supplier’s” negligence in carrying out the project implementation as per the agreed terms & conditions.
- V. 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.

In case the work order is extended beyond the initial period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL within 2 weeks from the date of receipt of extension order.

4.11 Amendment in Tender Document

- i. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, 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.
- ii. 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.
- iii. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

4.12 Clarifications on submitted bids

During the 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.

4.13 Validity of Bids

- i. Bids shall remain valid till 180 days from the date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- ii. In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- iii. 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.

4.14 Pre-Bid Conference

The bidder is requested to submit any queries in writing as per the pre-bid query format by e-mail so as to reach EdCIL. If required, EdCIL reserves the right to conduct the pre-bid meeting using virtual mode only.

- i. Queries relevant to the bid documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in

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

4.15 Acceptance/ Rejection of bids

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

CHAPTER-V

Terms of Reference

5.1 Background

EdCIL (India) limited invites competitive bids from eligible and qualified organizations for the Augmentation of Vidya Samiksha Kendra (VSK).

This comprehensive project encompasses the complete lifecycle of requirement analysis and strategic planning, innovative design and development of integrated digital solutions, and seamless deployment of advanced ICT systems to enhance educational delivery, institutional management, and stakeholder engagement at all levels of the education system in Odisha.

The successful bidder shall be responsible for conducting a thorough assessment of existing systems and infrastructure, formulating detailed implementation roadmaps, developing scalable and interoperable technological solutions aligned with national standards and global best practices, and executing a phased deployment strategy to ensure optimal utilization and sustainability of the augmented VSK platform and related ICT initiatives.

This endeavour is envisioned to facilitate data-driven decision-making, improve educational outcomes, enhance transparency and accountability, and bridge the digital divide across schools, colleges, and educational institutions throughout the State.

5.2 Detailed Scope of Work:

- **Requirement Analysis and Planning:** Comprehensive study of existing systems across all Directorates, system architecture and datasets, identification of key data points and state-approved KPIs for integration with the VSK dashboard(s).
- **Design and Development:** Creation of user-friendly, customizable dashboards offering real-time analytics and multi-dimensional insights. Dashboards will be BI-enabled with dynamic data visualisation, including graphs, pie charts, and geo-maps. Features for statistical analysis, trend identification, and predictive analytics will also be integrated. A robust interoperable data collection and monitoring system for academic and non-academic activities that is real-time and meaningful. It would enable the stakeholders to communicate well across the state. A centralised reporting system for stakeholders at multiple levels in the state for cascaded reviews to continuously improve the schools' key performance indicators (KPIs).
- **Deployment and Operationalisation:** Dashboards will be deployed at the SDC for relevant stakeholders. Training and support will be provided to ensure smooth adoption and effective use, supported by change management practice. Project Operations and Regular Hands-on Training for the following stakeholders:
 1. Capacity building on tech
 2. Training of VSK Recruits
 3. Training of BEO, DEO and other government stakeholders

- **Maintenance and Support:** On-site technical support and maintenance will be provided for 3 years post-FAT (Final Acceptance Test). This includes real-time updates, upgrades, performance monitoring, and timely issue resolution. On-site technical support will include the following:

1. State Program Manager (1)
2. Software Developer (2)
3. Data Analyst (2)
4. Business Analyst (2)

The organization shall submit CVs of the persons proposed as Team Members for each Key Position along with an undertaking that the expert will be available to commence his/her responsibilities upon go-live of the projects.

i. It is desirable that the team members be well versed in the regional language.

ii. Proposed Team Structure:

S.No.	Profile	Number of Persons	Qualification and Experience	Skills and Key Responsibilities
1.	State Program Manager	1	• B. Tech / BE / MBA/ or equivalent from a recognized university • 3-5 years of experience in program/project management. • Proven experience in managing large-scale government or digital platform projects. • Strong stakeholder management, governance, and team leadership experience.	• Driving VSK implementation on agreed workplans end to end. • Driving NDEAR and State data stream compliance. • Manage the other teams for timely actions. • Fully manage all deliverables of VSK and drive state specific innovation.
2.	Software Developer	2	• B.Tech / BE or equivalent from a recognized university • 1-3 years of experience in research management, data analysis, or IT systems. • Experience in handling research projects, digital platforms, or knowledge management systems.	• Driving application development and operations for scale. • Driving dashboards and insights across the data lakes. • Proficiency in prompt engineering, understanding of ai stacks, IOT.

			Exposure to public policy / academic ecosystems preferred	- Setting up and pursuing the sprints for application and dashboard development. - Programming proficiency, preferably with Node JS, Python, R, SQL, Java, JavaScript NOSQL, JSON etc. and other opensource languages. - Communicate with data analysts and business analysts on data insights. - Integration of existing Software/Application - Oversee development of dashboards and role-based access - Oversee the workflow alignment with the portal. Define functional requirements of modules (current and future enhancements) and draft FRDs. Define dashboard requirements for different stakeholders
3.	Data Analyst	2	- B.Tech / BE or equivalent from a recognized university 1-3 years of experience in project coordination, business analysis, or consulting roles. - Experience in proposal management, stakeholder coordination, and reporting. - Familiarity with government projects or implementation of digital platform projects preferred.	- Interpret data, analyse results using statistical techniques and work with business team to generate real-time visualisations and extracts for reports. - Develop programs to integrate and load data from user departments into the analytics platform. - Identify, analyse, and interpret trends or patterns in complex data sets. - Run Large language model based queries to provide smart narratives and trends for meaningful insights and analytics. - Provide action bias for various data streams generated via VSK. - operational challenges.

				Monitor key educational indicators, learning outcomes and assessment results with other KPIs.
4.	Business Analyst	2	- Master's in Business Administration / Business Analytics / Information Technology Management or equivalent from a recognized university 1-3 years of experience in business analysis, project coordination, systems implementation, or consulting roles - Demonstrated experience in requirements gathering, documentation, and stakeholder coordination - Proven track record in managing business requirements for software implementation projects - Experience in proposal management, change management, and project reporting	- Conduct stakeholder engagement and requirements analysis for VSK implementation - Document functional and technical requirements through detailed specifications - Analyze current educational processes and recommend improvements - Support system configuration and design aligned with business needs - Manage change and coordinate training for end-users - Conduct UAT (User Acceptance Testing) and ensure system quality - Prepare comprehensive project documentation and progress reports - Coordinate between technical teams and business stakeholders

The entire team will be responsible for the implementation in the phase wise manner as following:

Refinement, Enhancement & Support	● Continuous Improvement: Refine and enhance existing systems (VSK, DCF modules, and Gen AI Based conversational model) and processes based on user feedback and performance data. ● Technical Support: Offer technical support and training for users to maximize the utilization of the VSK dashboards, Data Collection Module and GenAI based Conversational model. ● Integration of New Features: Identify and integrate new features and functionalities based on evolving educational needs and technological advancements. ● Future Scope Enhancement: Integrate student related data with other departments (Health, WCD, SWD etc.) in a phased manner using the API s/ connectors made available by the concerned department.
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5.2 Terms of Reference and Project Implementation Plan:

#	Phase	Activities/Outcomes
1A	Phase1(PART A) : Development and Deployment of real-time dashboards	● Review of KPI Framework: Conduct a comprehensive review of the existing Key Performance Indicator (KPI) framework to identify and prioritise the top KPIs essential for effective monitoring. With the scope of the change of KPI and its visualisation as per state needs. ● Dashboard Enhancement: Improve the VSK dashboards to enhance accessibility and user experience, integrating both academic and administrative KPIs into a unified view for stakeholders. With the scope of the change of Dashboards and its visualisation as per state needs. ● Performance Review Cycles: Implement regular review cycles and establish performance-linked recognition models to incentivise top-performing zones. ● GenAI Chatbot Development: Develop a Generative AI-based chatbot to facilitate insights retrieval and support natural language queries, incorporating multilingual capabilities for broader accessibility. ● Automated Alerts: Set up automated alerts for KPI deviations and monitor dashboard engagement to drive continuous improvement.
1B	Phase 1 (PART B):	● Extract useful information from the data available.

	VSK Odisha Dashboards and Analytics Reports	● Identify, analyze, and interpret trends or patterns in complex data sets in line with the requirements of OSEPA. ● Filter and “clean” data by reviewing computer reports, printouts, and performance indicators to locate and resolve issues. ● Work with management to prioritise business and information needs. ● SOP for new dashboard creation with clear timelines. ● Interpret data, analyse results using statistical techniques ● Develop and implement data analysis, data collection systems and other strategies that optimise statistical efficiency and quality ● Export/Print/downloadable reports for all dashboards. ● Summary Dashboard for higher-level, such as SPD, CCS, EM, and CM. ● Set up mechanisms to distribute data across locations and stakeholders to enable localised and targeted actions as per the insights. ● Create and design dashboards to visualize & monitor data in a meaningful manner. ● Individual user-level login for all users (Defined by the state) ● Expand the distribution of analytical insights to different stakeholders at different levels. ● Interpret data, analyse results using statistical techniques and provide reports. ● Commissioning and decommissioning of data sets. ● Manage and design the reporting environment, including data sources and data security. ● Develop programs to integrate and load data from user departments into the analytics platform. ● Identify, analyze, and interpret trends or patterns in complex data sets. ● Verify data sources to prevent injection of false/malicious data. ● Remove sensitive identifiers unless strictly necessary for analysis. ● Store cleaned datasets in secure environments, not on personal/local machines. ● Use encrypted connections (e.g., HTTPS, SSL/TLS) when accessing databases.² ● The Application shall be compatible to Computer, laptops, tablets, smartphones etc., on wired or wireless connectivity, with any Operating system and shall be Capable to integrate/exchanging data with and from any external application. ● Transfer and Management of the existing Data Collection Tools owned by the State. ● Shall be able to interface (via APIs) with various existing Platforms / Apps of the State (or Central Agencies) ● The application shall involve the Configuration and Customization / Development of a solution.
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		• The security for this project includes the following from a perspective of Cloud Architecture and includes integrations: DDOS Protection & Application Layer Protection (Shield Advance), Vulnerability Assessment (Inspector), Threat Detection and Malware protection (Guard Duty), Cloud Security Posture Management (Security Hub). • The platform should be in alignment with the Digital Personal Data Protection (DPDP) Act, 2023. • VSK Software should be able to handle causality effects of syncing data with the VSK system (based on • timestamp-based method/s) to enable the syncing of Education and Learning data in regions with poor or little internet connectivity. This shall ensure that VSK database is being updated on a Real-Time or a Near real-time basis. • The VSK Software capability to handle Server Requests or API hits in the range of over 20 million hits per day. • The VSK Software's Architecture needs to support the interoperability of applications across different cloud service providers (MEITY Empaneled Service Providers only) for compute, hosting and visualisation toolkits.
1. C	Phase 1 (PART B): Development of Data Collection Module	• Data Collection Module Development: Create a Data Collection Module to gather data from areas where it is currently unavailable. This includes: ➤ Software Requirements Specification (SRS): Document the software requirements for the module. ➤ Development: Build the Data Collection Module based on the SRS. ➤ Testing: Conduct thorough testing to ensure functionality and reliability. ➤ User Acceptance Testing (UAT): Facilitate UAT to validate the module with end-users. ➤ Deployment: Deploy the Data Collection Module for operational use. • Operation and Maintenance: Provide ongoing operation and maintenance support for the Data Collection Module to ensure its effectiveness and reliability.
2	Phase 2: Refinement, Enhancement & Support	• Continuous Improvement: Refine and enhance existing systems (VSK, DCF modules, and Gen AI Based conversational model) and processes based on user feedback and performance data. • Technical Support: Offer technical support and training for users to maximize the utilization of the VSK dashboards, Data Collection Module and GenAI based Conversational model. • Integration of New Features: Identify and integrate new features and functionalities based on evolving educational needs and technological advancements.

		Future Scope Enhancement: Integrate student related data with other departments (Health, WCD, SWD etc.) in a phased manner using the API s/ connectors made available by the concerned department.
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Note: The Data Capture Format module is designed to collect the missing data points necessary for presentation on the VSK dashboard. It is not intended to replace any existing applications for schemes or programs.

5.4 Project Deliverables

The project deliverables, but not limited to, will include:

No	Timelines	Key Deliverables/ Activities
1	Quarter - 1 (Months 1–3)	Activities: 1. VSK Dashboard 2. Requirement analysis of all dashboards 3. Finalization of KPIs for all 13 dashboards 4. API specification documentation 5. UI/UX wireframes 6. Technical architecture & data model design 7. Prototype + Core Module development 8. Gen AI based Chatbot 9. Requirement gathering 10. Understanding user process flows 11. Identifying possible use-cases for chatbot 12. Preparing functional specifications 13. Finalizing training data needs
2	Quarter - 2 (Months 4–6)	Activities: The Project operations will include, but not be limited to the following activities: 1. VSK Dashboard 2. Data warehouse & ETL setup 3. Secure Data Access & Management 4. Data Cleaning & Quality Assurance 5. API integrations 6. Dashboard development (frontend + backend) 7. Internal QA testing & validation 8. Dashboards Development: 9. Attendance (Teacher & Student) 10. School Infrastructure 11. School Monitoring & Score Card 12. Spot Assessment 13. Assessment (Learning Outcomes) 14. Data Collection Module 15. Requirement analysis and Meeting with all stakeholders 16. Software Requirement Specification (SRS)

No	Timelines	Key Deliverables/ Activities
		17. Sign off on SRS 18. Gen AI-based Chatbot 19. Chatbot design and development 20. Training the chatbot model 21. Basic UI development for a chatbot 22. Integration with the VSK platform 23. Initial testing of chatbot responses
3	Quarter - 3 (Months 7–9)	Activities: 1. VSK Dashboard 2. Advanced analytics - trends 3. UAT 4. Dashboards Development: 5. Assets – Physical & Financial Progress 6. Physical & Financial Progress 7. Scholarship 8. Digital Initiatives 9. STEM Initiatives 10. Teacher Training 11. Data Collection Module 12. UI/UX Development 13. UAT 14. Feedback/Suggestion incorporation 15. Sign off on UI/UX 16. API Development 17. Gen AI-based Chatbot 18. Pilot rollout of chatbot 19. Collecting user feedback 20. Improving chatbot accuracy and responses 21. Fixing issues identified during the pilot 22. Adding more use-cases based on feedback
4	Quarter - 4 (Months 10–12)	Activities: 1. VSK Dashboard 2. Completion of the final dashboards 3. Distribution Management 4. Academic & Co-curricular Achievements 5. Integration testing & performance validation 6. Internal QA testing & validation 7. Full UAT for all dashboards 8. Support OSEPA on Security audits & compliances 9. Production Deployment at SDC 10. Performance optimization 11. Go-Live of all dashboards 12. Final Acceptance Test (FAT) 13. Data Collection Module 14. Testing and bug fixing, if any. 15. Final UAT and deployment of Production environment 16. Pilot run and monitoring

No	Timelines	Key Deliverables/ Activities
		17. Full- fledged Deployment 18. Gen AI based Chatbot 19. Enhancement of chatbot features 20. Improving accuracy and performance, if required 21. Final deployment and Go-Live support 22. Post-Go-Live fine-tuning
5	Operation and Maintenance (Months 13–48)	Activities: Integration of future programs through API integration, with dashboard visualisations as per the state's needs. 1. Change Request (CR) management 2. Regular system monitoring 3. Fixing issues as they arise 4. Ensuring dashboards keep working smoothly 5. Continuously improve VSK dashboards, DCF modules, and the GenAI conversational model based on user feedback 6. Provide technical support and training for all system users 7. Identify and integrate new features based on educational needs and new technologies

5.5 Penalties

A Severity Levels, Response Time and Resolution Time

The following severity definition provides indicative scenarios for defining incident severity.

1. Critical (P1) /Severity 1 - Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions, critical business impact (Data inaccuracy), requires

immediate attention. A significant number of end users (including public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available. System degradation that slows down operations. Problem affecting production systems, demanding immediate attention -- Non-availability of application, No access to the database, Security breach.

2. Major (P2) /Severity 2 - Loss of performance resulting in users being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient work around or no workaround exists. The environment is usable but severely limited. -- System disruption within a part of the application, such as attendance management, impact dashboard, with no workaround

3. Minor(P3)/Severity 3 - System disruption within a part of the application besides the ones mentioned above -- Issue in other functionalities like issue in any activity, report Display, etc.

B. Severity - Response Time - Resolution Time - (Start from case intimation time)
- Penalty per incident/occurrence.

1. Critical (P1) - 1 Hour - 48 Hours - Daily penalty 0.5% of Annual Operations and Maintenance contract value till the case is resolved.

2. Major (P2) - 2 Hours - 60 Hours - Daily penalty 0.25% of Annual Operations and Maintenance contract value till the case is resolved.

3. Minor (P3) - 6 Hours - 72 Hours - Daily penalty 0.10% of Annual Operations and Maintenance contract value till the case is resolved.

Note: The penalty will be levied upon the vendor upon non adherence to the SLA based on the failure of the application or service by the vendor. In case the disruption is internal such as SDC server issues then the vendor shall not be penalized.

Note: Applicable GST shall be charged extra on penalty amount.

5.6 Technology Advancement

- If there is technology advancement and reasonable price reduction happens on any of the line items as per commercial bid then it should be passed on to EDCIL and end buyers.
- No conditional bid shall be accepted and the price format of financial bid should be strictly adhered to.

5.7 Indemnity

- The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of “EdCIL” in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
- Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder’s Team in connection with or incidental to this Agreement; or
- A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder’s Team.
- The indemnity shall be to the extent of 100% in favor of EdCIL.

CHAPTER-VI

Eligibility and Bid Evaluation

5.1 Bid Opening

- I. **Prices must not be indicated in the Technical bid and must only be mentioned in the financial bid. If Bidder mentions the offered price in its Pre-qualification & Technical bid, then the bids of such bidders will be summarily rejected.**
- II. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- III. Only two persons from each participating bidder's shall be allowed to attend the Bid opening meetings. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity to attend the bid opening.
- IV. Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals may be treated as non-responsive, if they are:
 - a. Not submitted in the format as specified in this RFP document;
 - b. Non-receipt of offline documents specified in the tender document.
 - c. Found with suppression of details;
 - d. Submitted with incomplete information;
 - e. Submitted without the documents required under this RFP;
 - f. Non-compliant to any of the clauses mentioned in this RFP;
 - g. Lesser validity period than that prescribed in this RFP
- V. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by the Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples (if any) and reference information as desired by the committee.

5.2 Bid Evaluation Process

Evaluation criteria will be based on evaluation of the bidder meeting the Pre – qualification, evaluation through marking of technical bid and subsequently evaluation of financial bid. The evaluation shall consist of following phases:

- a. Pre-Qualification Evaluation
- b. Evaluation of Technical bid through marking

c. Evaluation of Financial bid

Pre-Qualification Evaluation

- I. The evaluation of the bidders will be carried out as per the pre-qualification criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification Criteria shall be eligible for next round of evaluation i.e. technical evaluation through marking. Non-conforming bids will be rejected and will not be eligible for any further processing. The pre-qualification criteria are defined in clause 6.3 of the chapter.
- II. Notwithstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL or project.
- III. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- IV. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

Evaluation of Technical bid

- I. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall be eligible for the next round of evaluation i.e. Financial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.
- II. The bidder who meets all the eligibility criteria will be called for the presentation and shall be further evaluated on the basis of the marking scheme.
- III. The bidder who scores minimum 60 marks in the technical evaluation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

$$T_s = 100 \times T / T_h$$

T_s = Technical Score,

T = Technical score obtained by the bidder

T_h = Highest Technical Score among all the bidders for a solution

Evaluation of Financial bid

- i. On technical compliance financial bids of technically qualified bidders will be evaluated. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.
- ii. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
- iii. The Tender Committee (TC) would scrutinize the commercial bids. Bids found lacking in strict compliance to the commercial bid format shall be rejected straightaway.
- iv. Financial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above.
- v. The bid price shall include all expenses i.e., conveyance charges, all taxes and levies, PF, gratuity, etc., and shall be in Indian Rupees.

- vi. Any conditional bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- vii. It is mandatory for the bidder to be technically qualified to being considered for opening of their Financial Bid and evaluation thereof.
- viii. The financial bids shall be opened in the presence of representatives of technically qualified bidders, who may be present. EdCIL shall inform the date, place and time for opening of financial bids.
- ix. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- x. The bidder shall quote the prices as per the price format given in the Annexure – 2 of Financial Proposal of this RFP.
- xi. Final Proposal shall be given financial scoring as below, the financial scoring for each solution shall be calculated separately:
- xii. The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidders with the lowest quote as below:

$$F_s = 100 * F_l / F$$

F_s = The financial score of the Financial Proposal being evaluated.
 F_l = The Lowest Financial Price among all the bidders.
 F = The quoted price of Financial Proposal under consideration.

QCBS Evaluation

- I. QCBS Evaluation of bid will be done for deciding of L1 bidder.
- II. The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The Normalized weighted combined score of the Technical bid including presentation (T_s), and Financial proposals (F_s) shall be used to rank the bidders on the basis of formula given as below:
- III. Combined Score = 70 % * T_s + 30 % * F_s
- IV. Bidder with highest Combined Score shall be declared selected Bidder. In the event that two or more Bidders/organizations with same final score for any solution, the Bidder with more marks in technical evaluation shall be selected.
- V. A contract will be signed with successful bidder which will be based on the rates identified in the financial bid (subject to downward revision by the successful bidder from time to time).
- VI. Failure to abide the RFP conditions may result into forfeiture of EMD.

5.3 Pre-Qualification Criteria

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

S. No.	Pre- Qualification Criteria	Supporting Documents
1.	The bidder should be a company registered under in India under Companies Act, 1956 and 2013 or Proprietorship/Partnership Firm with their registered office in India and should have been in operation for at	• Copy of Certificate of Incorporation • Copy of GST registration and PAN.

	least last 5 years as on the date of submission of the bid. Consortium of companies/ firms is not allowed. <u>For MSE/NSIC Registered bidder/Startups</u> The bidder should be a company registered under in India under Companies Act, 1956 and 2013 or Proprietorship/Partnership Firm with their registered office in India and should have been in operation for at least last 4 years as on the date of submission of the bid. Consortium of companies/ firms is not allowed.	
2.	Bidder must have minimum average annual turnover of Rs. 8 crores during the last three financial year i.e., 2022-23, 2023-24 and 2024-2025. AND Bidder must be profitable and has positive net-worth in each of the last 3 financial year i.e., 2022-23, 2023-24 and 2024-2025. For MSE/NSIC registered bidder: Bidder must have minimum average annual turnover of Rs. 6 crores during the last three financial year i.e., 2022-23, 2023-24 and 2024-2025. AND Bidder must be profitable and has positive net-worth in each of the last 3 financial year i.e., 2022-23, 2023-24 and 2024-2025.	• Audited Profit and Loss Statement and Balance sheets for FY 2022-23, 2023-24 and 2024-2025. • Auditor Certificate clearly specifying the turnover along with Profit and Net-worth during the FY 2022-23, 2023-24 and 2024-2025. • MSE Bidder should produce valid registration certificate from NSIC/MSE.
3.	Bidder must have Executed similar two number of projects of value at least 3 Cr. Each from a government organization. <u>For MSE/NSIC registered bidder:</u> Bidder must have Executed similar two number of projects of value at least 2 Cr. Each from a government organization.	Copy of work order/ MoU/ completion certificate from client /email from client on project completion/ Installation Certificate duly certified from client. The work order should be issued from Center / State Govt/ Autonomous bodies only.
4.	People in the organization (Full-time Employees - FTE) at least 25	HR Undertaking with EPF statements.

5	The bidder must have successfully implemented and deployed at least one (01) Command-and-Control Center /Vidya Samiksha Kendra (VSK) for any Central Government, State Government, PSU, or Autonomous Body.	The bidder shall submit relevant work order(s)/completion certificate(s) along with a self-certified undertaking in support of compliance with this requirement
6	The bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector or court of law in the last 3 years.	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure-IV.
7	The Authorized Signatory signing the Bid on behalf of the bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Power of Attorney on Non-Judicial stamp paper as per Annexure IX
8	The BIDDER must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding bid due date.	A Self Declaration on the Letter head of the BIDDER regarding BIDDER Company not being bankrupt or in process of being declared insolvent / bankrupt as on date as per Annexure XVI.

Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.

- I. Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL or project.
- II. Technical 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.

Technical Qualification Criteria

EdCIL/End client shall reserve the right to seek the change of Resource personnel in case of need. EdCIL/ End client reserves the right to review the decision of appointment in the event EdCIL/End Client is not satisfied with the performance.

Based on the details submitted by the Consultancy firms in the Technical Proposal and the Discussion / Presentation with the Evaluation Committee of EdCIL, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

Sl. No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	Bidder's average annual turnover during the last three financial year i.e., 2022-23, 2023-24 and 2024-2025.	1. >8 Cr. to <=10.0 Cr.: 9 Marks 2. >10.0 Cr. to <=12.0 Cr.: 12 Marks 3. >12.0 Cr.: 15 Marks	15	Audited Profit and Loss Statement and Balance sheets for FY 2022-23, 2023-24 and 2024-2025 CA Certificate with UDIN clearly specifying the turnover
2.	The strength of people in the organization (FTE – Full time employees)	1. >25 FTE to <=50 FTE : 9 Marks 2. >50 FTE to <=75 FTE: 12 Marks 3. >75FTE: 15 Marks	15	HR Undertaking with EPF statements.
3.	The bidder must have successfully implemented and deployed Command-and-Control Center and/or Vidya Samiksha Kendra (VSK) project for any Central Government, State Government, PSU, or Autonomous Body. The software toolkit/platform proposed under this bid shall be the bidder's own in-house developed and owned solution and shall not have been developed, procured, or implemented through subcontracting, consortium, joint venture (JV), partnership, or any other third-party arrangement..	• 1-3 VSK Projects: 15 Marks • 4-6 VSK project: 20 Marks • >=6 VSK projects: 25 Mark	25	Copy of work order/ MoU/ completion certificate from client /email from client on project completion/ Installation Certificate duly certified from client.

4.	Bidder must have Executed similar two number of projects of value at least 3 Cr. Each from a government organization.	4 or more Projects : 15 marks 3 projects: 10 marks Upto 2 projects: 5 marks	15	Work order/ Copy of agreement
5.	Technical Presentation	Presentation should cover the following but not limited to: • Understanding of Objectives and examples from similar activities including framework • Understanding of the scope& proposed methodology • Strategic Thinking • Change Management including Roll Out Plan • Capacity Building • Proposed Resource Deployment Plan • Outcome monitoring	30	• Technical Presentation

For MSE/NSIC registered bidder:

Sl. No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	Bidder's average annual turnover during the last three financial year i.e., 2022-23, 2023-24 and 2024-2025.	1. >6 Cr. to <=8.0 Cr.: 9 Marks 2. >8.0 Cr. to <=10.0 Cr.: 12 Marks 3. >10.0 Cr.: 15 Marks	15	Audited Profit and Loss Statement and Balance sheets for FY 2022-23, 2023-24 and 2024-2025 CA Certificate with UDIN clearly specifying the turnover
2.	The strength of people in the organization (FTE – Full time employees)	1. >25 FTE to <=50 FTE : 9 Marks 2. >50 FTE to <=75 FTE: 12 Marks 3. >75FTE: 15 Marks	15	HR Undertaking with EPF statements.

3.	The bidder must have successfully implemented and deployed Command-and-Control Center and/or Vidya Samiksha Kendra (VSK) project for any Central Government, State Government, PSU, or Autonomous Body. The software toolkit/platform proposed under this bid shall be the bidder's own in-house developed and owned solution and shall not have been developed, procured, or implemented through subcontracting, consortium, joint venture (JV), partnership, or any other third-party arrangement..	• 1-3 VSK Projects: 15 Marks • 4-6 VSK project: 20 Marks • >=6 VSK projects: 25 Mark	25	Copy of work order/ MoU/ completion certificate from client /email from client on project completion/ Installation Certificate duly certified from client.
4.	Bidder must have Executed similar two number of projects of value at least 2 Cr. Each from a government organization.	4 or more Projects : 15 marks 3 projects: 10 marks Upto 2 projects: 5 marks	15	Work order/ Copy of agreement
5.	Technical Presentation	Presentation should cover the following but not limited to: • Understanding of Objectives and examples from similar activities including framework • Understanding of the scope& proposed methodology • Strategic Thinking • Change Management including Roll Out Plan • Capacity Building • Proposed Resource Deployment Plan • Outcome monitoring	30	• Technical Presentation

Note: Only those bidders who secure at least 60 marks out of 100 marks in the Technical Evaluation shall be deemed technically qualified and shall qualify for evaluation of their Financial Bid.

5.4 Contract Finalization and Award

The Purchaser shall reserve the right to discuss with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

5.5 Work Order

- I. Based on the client requirement the work order will be issued to successful bidder on the accepted price.
- II. Failure to provide services as per requirement by bidder may result into forfeiture of EMD, PBG & termination of the contract.
- III. EdCIL will intimate the Supplier in writing regarding any extension in the work order. Extension of the contract would not lead to the extension of any of the in-force work orders.
- IV. Contract termination shall automatically lead to termination or expiry of all work orders which were issued based on the contract.
- V. The expiry of the contract does not lead to the expiry of the work order. The supplier must complete the obligation of the work order as per the signed contract until the time duration which will be mentioned in the work order.

5.6 Fraud and Corrupt /Malpractices

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.

- I. For this purpose, definitions of the terms are set forth as follows:
 - a. "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.
 - b. "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 noncompetitive levels and to deprive EdCIL of the benefits of -responsive. free and open competition.
 - c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
 - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- II. EdCIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to be having been engaged in corrupt, fraudulent or unfair trade practices.

- III.** EdCIL will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP 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-VI

Payment Terms and Timeline

6.1 Payment Terms

1. **Payment terms are on back-to-back basis** and the payment shall be released to the agency by EdCIL only if and when received by EdCIL from the client and subject to submission of complete documents and invoices.
2. It is the bounden duty of the Successful Bidder to regularly pay the deployed manpower their entitlements like monthly salaries / wages / annual increment / EPF / ESI / Bonus / Medical Insurance / Accidental Insurance etc. as may be applicable.

6.2 Timelines

The duration of the contract shall be for a period of **48 months**.

Detailed activity-wise timelines have already been provided in chapter V under terms of reference in (5.4) - Project Deliverables.

6.3 Payment Terms:

S.No	Project Milestone	Payment Terms
Phase 1		
1.	On submission of the detailed system analysis report and acceptance by the client. AND On Completion of Phase1(PART-A): Development and Deployment of real-time dashboards and acceptance by the client.	50% of the Phase 1 Cost project cost (bid value) along with all applicable taxes
2.	On Completion of Phase 1 (PART B): VSK Odisha Dashboards and Analytics Reports and acceptance by the client.	50% of the Phase 1 cost (bid value) along with all applicable taxes
Phase 2		
1	Operations and Maintenance Support phase (Post Go-Live)	Quarterly Payment as per actual manpower deployment for 12 quarters (Post Go Live)

Bidder will raise the collective bill (Project Execution) and GST bills as per applicable rates on the total billing amount based on the milestones defined.

Chapter-VIII

Terms and Conditions

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 RFP 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 Successful bidder Integrity

The Successful bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

8.6 Termination for default

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:

- I.** In case the supplier fails to submit the performance bank guarantee within stipulated time, EdCIL reserved the right to terminate the contract without any further notice.
- II.** 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
- III.** If the Successful bidder fails to perform any other obligation(s) under the Contract.
- IV.** 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.

V. For the purpose of this Clause:

- “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.
- “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;
- 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.

8.7 Risk Purchase Clause

In event of failure of completion of work within the stipulated delivery schedule, the consignee has all the right to purchase the item/equipment/service from the other source on the total risk and cost of the successful bidder under risk purchase clause.

8.8 Force Majeure

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.

- I. 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.
- II. 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.

8.9 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.

8.10 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.

8.11 Prices

The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the overall price must be mentioned in Financial Bid only. Discount or any other offers affecting the overall price mentioned at any other place of the bid other than Financial Bid will not be considered. Price information shall not be there in Technical Bid. The prices quoted by the bidder should be valid for a period of 5 years.

8.12 Limitation of Liability

Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

The limitation of suppliers liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations by the supplier.

However, the said limitation of liability shall not apply in the case of a Selected agency's fraud, willful misconduct, or gross negligence

8.13 Indemnity

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:

- I.** 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
- II.** 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.
- III.** Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

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

8.14 Liquidated Damages

- I.** Notwithstanding EdCIL's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in this RFP document will be charged as per the penalties, subject to a maximum of 10% of the total value of the Work Order.
- II.** EdCIL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the successful bidder.
- III.** Applicable GST shall be charged extra from the successful bidder on SLA penalty and other Liquidated Damages.

8.15 Arbitration

- I.** Any dispute arising out or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Indian International Arbitration Centre (IIAC) in accordance with the Indian International Arbitration Centre (conduct of arbitration) Regulations (IIAC regulations) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.
- II.** The place/seat of arbitration shall be New Delhi India. The tribunal shall consist of one arbitrator(s)
- III.** The law governing the arbitration agreement shall be Indian law. The language of the arbitration shall be English. The governing law of the contract shall be Indian law
- IV.** The arbitration cost shall be borne by the supplier.

8.16 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.

8.17 Compliance Certificate

The bidder must provide this certificate on their letter head indicating conformity to the technical specifications. (as per Annexure VI).

8.18 Award of Contract

- I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without hereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- II. EdCIL has the right to review at any time prior to award of contract that the prequalification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria, are no longer met by the Bidder whose offer has been determined as first rank.

8.19 Notices

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

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

The Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201301, Uttar Pradesh
Tel: 91-120-2512001 to 2512006

Successful bidder: (To be filled in by the successful bidder)

8.20 Escalation Matrix:

The bidder should provide at-least 3 level escalation matrix for providing resolution of the complaints at local level.

8.21 Acknowledgement

It is hereby acknowledged that we have gone through all the conditions mentioned above and

below and we agree to abide by them.

8.22 Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar service/ product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that the similar service/ product/ systems or sub-system was supplied by the Bidder to any Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Purchaser, if the contract has already been concluded.

8.23 Termination for Convenience

EdCIL reserves the right to terminate the contract at any time without assigning any reason thereof.

8.24 Manpower

- a. The Team Members deployed under this tender should be on pay roll and full-time employee of the successful bidder. Consortium / Joint Venture / Subcontracting is not allowed in this tender.
- b. The manpower provided by the agency shall work as per user departments work schedule.
- c. If the Client / EdCIL so recommends, a deployed Team Member must be replaced by the agency within a period of 5 working days.
- d. The manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the EdCIL / Client and the said manpower. The Agency should submit undertaking received from the respective deployed manpower at client site regarding the same along with appointment letter issued to those manpower/s.
- e. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s) at their own cost.
- f. The team members shall carry their own devices for performing their duties, no device shall be provided by EdCIL/Client.
- g. The Team Members should be stationed at Project Location for the entire project period. The Team Member has to follow the working hours, working days and Holidays of the Client.
- h. Team Member shall get prior approval of EdCIL / Client before leaving project location.
- i. Leave entitlement and computation will be effective from date of joining the client site.

- j. An employee can avail maximum 18 leaves per year on pro-rata basis.
- k. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to client's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of the client.
- l. EdCIL will offer an induction program to all the Team Members before their deployment in the project under this empanelment.
- m. The mode of the training program would be as per the project requirement, which may be online/offline mode, depending on the requirement and availability.
- n. The Supplier shall be solely responsible for the timely payment and clearance of all statutory dues, taxes, duties, levies, fees, cess, and assessments imposed by any central, state, local, or governmental authority in connection with the performance of this contract. The Supplier shall fully indemnify, defend, and hold EdCIL harmless from and against any and all claims, liabilities, losses, fines, penalties, court fees, and litigation costs—including reasonable Lawyer's fees and legal expenses—arising out of or resulting from the Supplier's failure to comply with its statutory obligations

ANNEXURE-I

Letter of Undertaking **(On the letter head of the organization)**

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

Subject- Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha.

Sir,

This bears reference to EdCIL Bid 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 Financial Bid.

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

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

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

ANNEXURE-II
Tender Compliance Sheet

S. No.	Description	Yes/No with Page No
1.	BID SECURITY(EMD) Whether the bidder has attached the Bid Security?	
2.	Amount of Bid Security (EMD) as per bid requirement or not?	
3.	Date of issue of Demand Draft for EMD	
4.	Validity of the Demand Draft 90 days from submission of bid or not?	
5.	Bid validity 180 days or not?	
6.	Whether the bidder has quoted for all the items & services in the Schedule?	
7.	Whether price as per Financial Bid quoted or not?	
8.	Whether Project Timeline as per bid agreed or not?	
9.	Payment terms as per bid agreed or not?	
10.	Letter of proposal signed and enclosed with the bid offer	
11.	Financial Proposal Covering Letter	
12.	Signed copy of the tender document submitted	
13.	Power of Attorney	

<< Organization Letter Head >>
DECLARATION SHEET

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

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking as on date.	NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of EMD)	
8. UTR No. (For EMD)	
9. Kindly provide bank details of the bidder in the following format:	
a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful	

(Signature and seal of the Tenderer)

ANNEXURE-IV

Abstract of Relevant Experience and Qualification of Team Members

S.No	Position	Name of the Team Member	Qualifications	Work Experience (In Years)	Work Experience (Number of Projects)
1	State Program Manager				
2	Software Developer (2)				
3	Data Analyst (2)				
4	Business Analyst (2)				

Signature of the Bidder Representative

[Full name & Designation of Bidder Representative]

Firm Name

Stamp _____

Date:

Place:

ANNEXURE-V
CV Format for Team Members

	Name			
	Position			
	Date of Birth			
	Education			
	Experience			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work	Year	Location	Position Held	Activities Performed
Certification I certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Additionally, I also certify that I shall be available for the entire duration of the contract. Signature of Team Member_____ Date: _____				

Annexure – VI

Annual Turnover Form

Sl. No.	Financial Year	Annual Turnover (Rs. In Crore)	Net Worth (Rs. In Crore)	Profit/Loss (Rs. In Crore)
1.	2022-23			
2.	2023-24			
3.	2024-25			
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 with UDIN No.

Signature with Seal of the Bidder

ANNEXURE-VII
Technical Compliance Sheet

We hereby confirm that we are complying to the technical specifications as specified in the tender document and the offer is submitted in accordance of the technical requirement. The all relevant documents in support of our claims are enclosed at the following pages:

Signature of Bidder Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Annexure VIII
UNDERTAKING OF NON BLACKLISTING

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

We confirm herewith that our company is not blacklisted, debarred or prosecuted by any central Government or state Government department/Government Organization/PSU for corrupt, fraudulent or any other unethical business practices. We do not have any litigation pending with any of the Govt. Organizations

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

Authorized Signatory

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

ANNEXURE-IX

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 ofand 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 as 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 /response 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 2025.

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 submit 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 if it carries a conforming Apostille certificate.

ANNEXURE-X

LETTER OF BID SUBMISSION

To
Chief General Manager (DES),EdCIL (India) Limited,
EdCIL House, 18A,
Sector- 16A,
NOIDA- 201 301 (U.P)

SUBJECT: Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha

-Submission of Bid -

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.

5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S.No.	Name of Work	Certificate From

6. Earnest Money Deposit amounting to Rs.11,30,000 in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.

7. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable Enclosures:

Date of Submission:

Annexure XI
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 “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 Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for _____ (_____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) 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 Chief General Manager (DES), 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 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 the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall 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 Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the 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 the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to 36 weeks from the date of issue of LOA to the successful bidder. 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)

Witness

- 1
- 2.

Signature of Banks Authorized official
(Name) _____
Designation with Code No. -----
Full Address-----

ANNEXURE-XII
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 2025, 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 “_____”(Name of the Work).”.

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 2024.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No dated2024 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 EDCIL

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

3. COMMITMENTS OF BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

-
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair

means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

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

5. EARNEST MONEY DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs..... as Earnest Money with the EdCIL through Account Payee Bank Draft/BG in favor of EdCIL (India) Limited. In case EMD is submitted in the form of BG, the BG should be valid till 180

days from submission of bid , as per the Annexure. Bidders registered with MSE and having valid registration certificate issued by NSIC/MSE are exempted for submission of EMD. However, MSEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission.

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

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

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

6. SANCTIONS FOR VIOLATIONS

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by

- whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

1. _____
2. _____

Witness:
1. _____
2. _____

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

Annexure XIII **Contract Form**

THIS AGREEMENT made the day of 2025 between EdCIL (Hereinafter called "the Purchaser") of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:

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

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 Price Schedule submitted by the Bidder;
- [b] The Schedule of Requirements;
- [c] The Terms & Conditions
- [d] The EdCIL's Notification of Award/ Purchase Order

3. In consideration of the payments to be made by the EdCIL to the Supplier as hereinafter mentioned, the Supplier 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 Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract 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.

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

EdCIL/DES/Odisha-VSK/2026-27/05

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 abovewritten.

Signed, Sealed and Delivered by the
said (For the EdCIL)

in the presence of

Signed, Sealed and Delivered by the
said (For the Supplier)

in the presence of

ANNEXURE- XIV

LIST OF AUTHORISED BANKS FOR BG

Any Guarantee issued by PSU Bank (or) Private Bank operating in India must be operational and invocable in Noida only. For Guarantee to be operational in Noida the issuing bank must designate a specified Bank Branch in Noida.

Following banks are permissible for accepting Bank Guarantees:

SCHEDULED PUBLIC SECTOR BANKS

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

SCHEDULED PRIVATE SECTOR BANKS

S.No.	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

Annexure XV

Performa for declaration on proceedings under insolvency and bankruptcy code

Tender No. :

Name of Work :

Bidder 's Name :

I/ We, M/s._____declare that:-

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

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

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

Place:

Date: Signature of Bidder Name of Signatory

Annexure XVI
Pre-Bid Query Format

Queries should be submitted in .XLS format.

RFP Description				
RFP No.				
Organization				
Address				
Contact Person				
Contact No.				
Mail Id				
S.No.	SectionNo.	Page No.	Clause as per RFP	Clarification Sought

BID DOCUMENT

Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha

Part -II – FINANCIAL BID

NIT No- EdCIL/DES/Odisha-VSK/2026-27/05

Dated: 07.07.2026



EdCIL (India) Limited

A Govt. of India, Mini Ratna Category-I CPSE

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

Noida-201301 (U.P.) India

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

Reg. Office: 7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001

CIN No.: U74899DL1981GOI011882

Financial Proposal Covering Letter

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

Subject: Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha

Dear Sir,

We, (Bidder's name) enclose the Financial Proposal for Augmentation of Vidya Samiksha Kendra and other ICT initiatives in Odisha

We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Sincerely Yours,

Signature of the Bidder Representative

[Full name & Designation of Bidder Representative]

Firm Name

Stamp _____

Date:

Place:

Encl.: As above.

Note:

1. The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Financial Proposal

Phase 1:

S.No	Details	UOM	Price in Rs (A)	Applicable Taxes (In %) (B)	Applicable Taxes (In Rs) (C)	Price in Rs (Incl. of Taxes in INR) (D=A+C)
1	Phase 1 costing (Part A&B)	Lumpsum				
Total Phase 1 cost :(in Rs) (i)						

Phase 2:

S.No.	Profile	No. of Resources	Man-Month Rate (In INR) (A)	Applicable Taxes (In INR) (B)	Period of Deployment (in months) (C)	Man-Month Rate (Inclusive of Taxes in INR) (A+B) *C
1	State Program Manager	1			36	
2	Software Developer	2			36	
3	Data Analyst	2			36	
4	Business Analyst	2			36	
Total Phase 2 cost (in Rs)(1+2+3+4) (ii)						

Total Project cost (i) +(ii) (in Rs.) inclusive of taxes._____

Total Project cost (i) +(ii) (in words) inclusive of taxes_____

Note:

- The firm must avoid any error while quoting prices for the services as per the format given. If any discrepancy is found in the RFP response, it will be rejected.
- The quoted price should be inclusive of all expenses and applicable taxes.
- The prices quoted for Phase I of the project should not exceed 50% of the total project cost. In case a bidder quotes higher than the 50% of total project cost the payment for Phase 1 shall be capped at 50% of the total project cost.
- The above quoted price shall remain valid for at least 6 months from the last date of submission.
- No other charges will be paid beyond the above quoted price.
- No TA/DA is admissible for the deployment of agency Team Members on projects anywhere in

India. However, TA/DA shall be payable directly by the end-client for undertaking any tour in project interest on production of travel documents or other necessary documents in original subject to approval of competent authority of the end-client.

- The bid price shall include all expenses i.e., conveyance charges, all taxes and levies, PF, gratuity, etc., and shall be in Indian Rupees.

Signature of the Bidder Representative

[Full name & Designation of Bidder Representative]

Firm Name

Stamp _____

Date:

Place: