

Limited Tender

Selection of Implementation Partner for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida



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,
CIN No: U74899DL1981GOI011882

NIT No- EdCIL/DES/25-26/001

Dated: 22-09-2025

**This document is serially numbered from page
number 01 to 37**

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 Selected 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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Section – I
Notice Inviting Tender

Date:

Reference no.:	EdCIL/DES/25-26/01
Name of work	Limited Tender for Selection of Implementation Partner for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	22/09/2025
Bid queries should reach by	Pre bid queries received later than the date and time mentioned aboveshall not be entertained Pre Bid Queries should be mailed to edcilsupport@edcil.co.in
Last Date and Time for receipts of Bids	29/09/2025 Days till 15:00 Hrs
Date and Time of Opening of Technical Bids	29/09/2025 Days till 15:30 Hrs
Earnest Money Deposit	Rs. 50,000/- in form of Bank Guarantee / Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted. In case EMD is submitted in the form of BG, the BG should be valid till 45 days after the bid validity date, as per Annexure-VIII. The list of bank from where the EMD is acceptable is placed at annexure IX.
No. of Covers	01 (Single Packet)
Bid Validity days	180 days (From last date of opening of tender)
On-site Warranty (including annual maintenance)	Three Years Comprehensive Onsite Warranty from the date of successful Commissioning & Handing over to EdCIL.
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.
Purchaser and Place of delivery	Billing to be submitted to EdCIL (India) Ltd. And Deliver to EdCIL India Limited, Plot No. 18A, Sector 16A, Noida UP 201301, as per the scope of work mentioned in the tender
Email Address	edcilsupport@edcil.co.in
Address	Corporate Office: EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301

The Bidders are requested to submit any queries in writing by email. The queries shall be addressed to CGM (DES) at the email id: edcilsupport@edcil.co.in by 24/09/2025 up to 15:00 Hrs. (Mention Email Subject: Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center

Chief General Manager (DES)
EdCIL (India) Limited
18 A, Sector-16A, Noida-201 301
Tel: +91 120-4310840
120-4156001-02, 0120-4154003

Section - II
Definitions

Term	Definition
Supplier	“Supplier” means any company responding to the “Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida. ” who has successfully qualified the bid.
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 Two Packets, 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.
Bidder	“Bidder” means any 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 a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)
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 fulfills 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/Tender	“ RFP ”/Tender means the Request for Proposals
Goods and Materials	“Goods and Materials” shall mean the articles, materials, equipment, IT Equipment, supplier’s drawings, data and other property and all services- including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.
Order	“Order” shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean EdCIL (India) Limited/ end client.
EdCIL/ Purchaser	“EdCIL/ Purchaser” shall mean EdCIL (India) Limited.

Section – III Instructions to Bidders

All information supplied by the Bidder in response to this RFP shall be treated as contractually binding on the Bidders.

1. Submission of Bids

- a. The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope:
 - i. Original copy of the EMD Security in the format as applicable.
 - ii. Annexures I to XI as per the RFP document.

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

- b. The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c. Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- e. Any deficiency in the documentation may result in the rejection of the Bid.
- f. All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.
- g. Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

2. Availability of RFP Document

- a. The RFP document will be available for download from EdCIL's website.
- b. Empaneled partners desirous of participating in this tender may view and download the tender document free of cost from EdCIL's website.

3. Queries

- a. The bidders are requested to submit any queries in writing by email. The queries shall be addressed to CGM (DES) at the email id: edcilsupport@edcil.co.in. Queries received from the bidders regarding bidding conditions, bidding process, evaluation criteria, etc., in writing, or through email (preferably in an excel or word file), up till the deadline for pre-bid query submission, shall be addressed. The queries can be sent to EdCIL through email at edcilsupport@edcil.co.in addressed to CGM (DES). The Last date of pre-bid query submission 24/09/2025 Hrs. 15:00 .
- b. Only those pre-bid queries which are received in the following prescribed format shall be entertained:

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			

- c. EdCIL is not bound to clarify any query received after the day as described above. EdCIL will review every query and on due consideration will issue corrigendum

(if required). However, EdCIL does not undertake to answer each individual query(ies). Bidders shall not assume that their unanswered queries have been accepted by EdCIL.

4. Amendment of RFP Document

- a. At any time prior to the last date for receipt of bids, EdCIL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents through an amendment/corrigendum. The amendment will be notified through EdCIL website, which will be binding on all prospective bidders to consider the amendment and accordingly submit their proposal/ quotation.
- b. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, EdCIL may, at its discretion, extend the last date for the receipt of bids.

5. Right to terminate the process: EdCIL may terminate the RfP process at any time and without assigning any reason. EdCIL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6. Preparation of Bids

- a. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
 - i. by the proprietor, in case of a proprietary firm; or
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- c. A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarized by a notary shall accompany the Proposal.

7. Technical Proposal

While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- i. The **EMD** is provided.
- ii. All forms and annexures are submitted in the prescribed formats and signed by the authorized signatories.
- iii. Power of Attorney, if applicable, is executed as per Applicable Laws.

Failure to comply with the above requirements shall make the Proposal liable to be rejected.

8. Financial Proposal

- i. Bidders shall submit the financial proposal in the formats at Annexure - VII (the “Financial Proposal”) clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. The Financial

BID will be submitted in separate Envelop.

- ii. While submitting the Financial Proposal, the Bidder shall ensure the following:
- All the costs (expressed in INR) associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. **In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.**
 - The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

9. Earnest Money Deposit

- a. The bidder should enclose EMD of Rs. 50,000.00/- (Rs. Fifty Thousand Only) in the form of Demand Draft/BG drawn in favor of EdCIL (India) Limited and payable at NOIDA with the validity of 180 days from the last date of bid submission. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD **A Bid submitted without EMD will be considered unresponsive and will be rejected.** The list of bank from where the EMD is acceptable is placed at annexure IX.
- b. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.
- c. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- d. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- e. The Earnest Money will be forfeited on account of one or more of the following reasons:
 - i. 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.
 - ii. Bidder does not respond to requests for clarification of its bid in prescribed time.
 - iii. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
- f. The Bank details for EMD is as follows:

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

10. **Language of Bid:** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and EdCIL, shall be written in English. Information supplied in another language without proper translation shall be rejected.

11. **Bidding Cost:** The Bidder shall bear all costs associated with the preparation/submission of the Bid. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
12. **Deadline for Submission of proposals:** Proposals, in their complete form in all respects as specified in the RFP, must be submitted on 29/09/2025 15:00 Hrs or before the last date for submission specified.
13. **Clarification on submitted bids:** During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.
14. **Tender Validity:** The offer submitted by the Bidders would remain valid for a minimum period of 180 days from the date of submission of Tender.
15. **Code of Integrity:** No official of a procuring entity or a Bidder shall act in contravention of the codes which includes:
 - a. Prohibition of,
 - i. 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.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - iii. Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. 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.
 - v. 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.
 - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
 - b. Disclosure of conflict of interest.
 - c. Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (i) 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.

16. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process.

17. Performance Security

The successful bidder shall be required to deposit Performance security equivalent to 3% of work order value to EdCIL within 14 days from the date of issue of Work Order. The Performance Security should be issued in favour of "**EdCIL (India) Limited**" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations.

This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL. The list of bank from where the Performance security is acceptable is at Annexure-IX.

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.

Section IV
Scope of Works

1. Scope of Work

- a. The successful bidder will supply, Installation, Testing and Commission of following Items.

2. Table Nos. 1

S.No.	Particulars	Qty
1	AVOIP Encoders – Network Video Encoder Encoder Type – Wall plate	9
2	AVOIP Encoders – Network Video Endpoint configured as Encoder	2
3	AVOIP Decoder – Network Video Endpoint configured as Decoder.	11
4	IPAD 11” A16 CHIP, 128 GB	1

- a. The interested bidders are requested to consider the following technical specifications of above equipment's:

Technical Specifications:

1. AVOIP Encoders:

S.No.	Particular	Specification
1.	AVOIP Encoders – Network Video Encoder Encoder Type – Wall plate	Supply, Installation, Testing & Commissioning of Network Video Encoder. Encoder Type - Wallplate, Network bandwidth Requirements - 1 Gbps or lesses, Minimum Inputs – 1 x HDMI Input or more. HDMI audio embedding and deembedding, Network Audio supported via Dante/AES67 or similar protocol, Video Resolution – 4K60 4:4:4 or better. Power – PoE, Complete with accessories. Note: Required hardware. software, accessories should be provided to fulfill the requirement and match the specifications.

2. AVOIP Encoders

S.No.	Particular	Specification
1.	AVOIP Encoders – Network Video Endpoint configured as Encoder	Supply, Installation, Testing & Commissioning of Network Video Endpoint configured as Encoder. Minimum Inputs – 1 x HDMI Input and 1 x USB-C for single cable connectivity for Video encoding, AV USB Bridging - emulating webcam video and AEC speakerphone audio driver for Software based Video Conferencing and for charging the connected device. The encoder should support simultaneous encoding from both connected

		sources. Should have Local - Output – 1x HDMI with Scaling , HDMI audio embedding and deembedding, Network Audio supported via Dante/AES67 or similar protocol, Video Resolution – 4K60 4:4:4 or better. Power – PoE and AUX, Control Port – RS232 or better, Mounting hardware included. Note: Required hardware, software, accessories should be provided to fulfil the requirement and match the specifications.
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3. AVOIP Decoders :

S.No.	Particular	Specification
1.	AVOIP Decoder – Network Video Endpoint configured as Decoder.	Supply, Installation, Testing & Commissioning of Network Video Endpoint configured as Decoder. Outputs -1xHDMI with scaling or better. Local Inputs – 1xHDMI and 1xUSB-C for local switching. Audio embedding and deem bedding, Network Audio supported via Dante/AES67 or similar protocol. Video Resolution – 4K60 4:4:4 or better. Power – PoE and AUX, Control Port – RS232 or better, Mounting hardware included. Note: Required hardware, software, accessories should be provided to fulfill the requirement and match the specifications.

4. IPAD 11 Inch

Sr. No.	Parameters	Specifications
1	IPAD 11 Inch	IPAD 11” A16 CHIP, 128 GB

The interested bidders are requested to consider the above specifications of the equipment's and send the sealed quotations along with the compliance sheet for the product with required specifications.

Note: The bidder is required to maintain service center for call logging.

Pre-Qualification criteria

Sr. No.	Prequalification Criteria	Supporting Documents	Doc. Provided (Y/N)
1	The bidder must be incorporated and registered in India under the Indian Companies Act 2013/ LLP Act 2008 / Partnership Act 2013 and should be in operation in India for minimum period of 5 years as on bid submission date.	Attested Copy of Certificate of Incorporation	
2	The Bidder must have an average annual Turnover of minimum INR 2 Crores during the last 3 Financial Years ending 31 st March, 2024.	Copy of Audited Balance Sheets and P/L statements for the last three financial years as on 31/03/2024	
3	<u>Work Experience:-</u> The bidder should have completed at least one similar work (i.e. VSKs/AV projects) of amount Rs. 50.00 Lacs in the last three financial years (i.e. FY 2022-23, 2023-24, 2024-25)	Copy of work orders /POs	
4	Copy of following: a) Permanent Account Number (PAN) b) Service Tax Registration Number	Copy of respective certificate	
5	Bidder should not have been banned/ delisted /debarred by Govt. of India/State Government /Central PSU at the time of bid submission date	In prescribed format at Annexure X	

Only those bidders who meet the pre-qualification and technical criteria, shall be considered for award of work.

Section V

Evaluation of Bids

1. EdCIL will constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the bidders.
2. 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.
3. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.
4. Prior to evaluation of Proposals, the Committee will determine whether each Proposal is responsive to the requirements of the RFP. The Committee may, in its sole discretion, reject any Proposal that is not Responsive:

- a. Proposal submitted without the **EMD**
- b. Proposal not submitted as specified in the RFP document
- c. Proposal received without the Letter of Authorization (Power of Attorney/Board Resolution)
- d. Proposal submitted with incomplete information, subjective, conditional offers, and partial offers.
- e. Proposal submitted without the documents requested in the checklist
- f. Proposal having non-compliance with any of the clauses stipulated in the RFP
- g. Proposal with a lesser validity period

5. The Authority shall subsequently examine and evaluate only the Responsive Proposals in accordance with the Evaluation Process.

6. Technical Evaluation

The Proposal Evaluation Committee will evaluate the documents of the bidders as mentioned in Section IV.

7. Financial/Commercial Bid Evaluation

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- c. The bidder shall quote the equipment prices as per the price format given in the Financial Bid.
- d. Bidder has to quote for all the items specified in the financial bid as per

the technical specification specified. The offers will be evaluated on the total price which should be inclusive of 3 years warranty period.

- e. Any optional item/modules, accessories etc required for meeting the tender criteria may be quoted separately, if required. The Bidder should indicate brand name, type / model number of the material offered.
- f. Financial bid should be checked by bidders to ensure conformance to the format provided in the tender document.
- g. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- h. The technically qualified bidder who has quoted the lowest price in the financial bid will be L1.

Section VI
Payment Terms and Timeline

1. Payment Terms

The payments shall be released on receipt of related payments / funds from the end client on back-to-back basis, as mentioned below:

- i. 50% payment of the total hardware cost shall be released after successful delivery of all equipment.
 - Submission of all original delivery challans/invoices to the EdCIL Officer.
 - The e-way bill for the delivery of the equipment's have to be provided.
- ii. 40% payment of the total hardware cost shall be released after successful installation, testing, commissioning and training of all equipment.
 - Submission of the original Installation and Commissioning Report to the EdCIL Officer.
 - Submission of supplier/manufacturer's warranty certificates for all items.
- iii. 5% payment of the total hardware cost shall be released after successful completion of the 2nd year of warranty.
- iv. 5% payment of the total hardware cost shall be released after successful completion of the 3rd year of warranty.

2. Timelines

Selected Bidder shall make all the arrangements for the timely delivery and installation of equipment for successful completion of project. No other incidental/TA/DA/any other such expenditure shall be paid by EdCIL.

S.No.	Milestone	Timeline (In Calendar Days)
1.	Acceptance of LOA	T+2
2.	Bank Guarantee Submission	T+7
3.	Delivery of all hardware items	T+30
4.	Installation and Commissioning of all items	T+45

Section VII

Terms and Conditions

1. General

- a. You shall execute and complete the subject work at the site specified in the Scope of work, technical specifications and quality plans, also special conditions of contract or any other as per tender documents.
- b. Supplied materials have to be maintained by the selected agency for 3 years and no annual maintenance shall be paid for the same. If violated, legal proceeding will be made in accordance with the contract.
- c. While executing the scheme, the agency has to follow all the safety and precautionary measures and follow the guidelines of Government of India with relating to COVID-19.

2. Prices

- a. The price should be quoted in per unit and must include all packing, delivery and commissioning charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- b. 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 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.
- c. The price quoted should be inclusive of 3 years comprehensive onsite warranty including basic training and demonstration to the end client.
- d. Price quoted by the bidder is including all transportation and installation etc.

3. Right to Use Defective Goods

- a. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Consignee should have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Consignee's operation.
- b. Replacement of Goods broken, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the supplier should replace the same at free of cost. However, EdCIL will recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.
- c. Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected good should be returned to the supplier at their own cost and risk.

4. Installation

The equipment has to be installed and commissioned by the successful bidder as per the timelines specified in Section VI. In case of any miss-happening/ damage to equipment during the carriage of equipment from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk.

Supplier will settle his claim with the insurance company as per his convenience. EdCIL or End Client will not be liable to any type of losses in any form.

5. Spare Parts

The Supplier should be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. Such spare parts as the Consignee should elect to purchase from the Supplier, providing that this selection should not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of the spare parts, Advance notification to the Consignee of the pending termination, in sufficient time to permit the Consignee to procure needed requirements; and following such termination, furnishing at no cost to the Consignee, specifications of the spare parts, if requested.
- c. Supplier should carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components should be supplied as promptly as possible but in any case, within six months of placement of order.

6. Defective Equipment:

- a. If any of the equipment supplied by the Bidder is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Bidder with 18% interest if such payments for such equipment have already been made.
- b. All damaged or unapproved goods should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, should be replaced as per specified in SLA on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL INDIA LTD should consider "Banning" the supplier.

7. Warranty

Bidder will provide 3 years onsite comprehensive warranty from OEM as per their standard warranty policy on all the products specified in the scope of work. The Warranty start will be reckoned from the date of commissioning as approved by the end client

8. Notices

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

9. Taxes:

Selected Bidder should be entirely responsible for all taxes, duties, road permits, etc., incurred until delivery of the contracted Goods/Services. EdCIL shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

10. Liquidity Damage

S.No.	Measurement	Penalty
1.	Delivery of the equipment should be completed within 30 days from the issue of work order.	Penalty of 1% for first week, 1% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.
2.	Installation & Commissioning of Hardware shall be done within 45 days from the issue of work order.	

11. Force Majeure: Neither EdCIL nor the Bidder shall be responsible for delay or default in the performance of its obligations due to contingencies beyond its control, such as fire, flood, civil commotion, earthquake, war, strikes or government action. If such event prevents either of them from performing its obligations under this TENDER DOCUMENT, the concerned would promptly notify the other in writing. Notwithstanding this clause, they shall ensure that they comply with the terms of this TENDER DOCUMENT to the maximum extent possible.

12. Resolution of Disputes

- a. In the event of any Dispute between the Parties, all attempts shall be made to amicably resolve the Dispute by proper discussion and consultation.
- b. If the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provision of Arbitration Clause.

13. Intellectual Property

- a. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform the Consultancy and all its obligations. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing, or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense, and risk.

14. Arbitration

- a. Any dispute arising out of 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 India International Arbitration Centre ("IIAC") in accordance with the India 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.
- b. The place/seat of the arbitration shall be New Delhi, India.
- c. The Tribunal shall consist of one arbitrator.
- d. The law governing the arbitration agreement shall be Indian Law.
- e. The language of the arbitration shall be English.
- f. The governing law of the Contract shall be Indian Law.
- g. Arbitration cost to be borne by the Supplier.
- h. **For Public Sector Undertaking / Government Departments:** "In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 DPE (GM)/FTS-1835 dated 22.05.2018.

15. Non-Disclosure

The bidder 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.

16. Risk Purchase Clause

In event of failure of supply of the equipment's within the stipulated delivery schedule, the EdCIL has all the right to procure the equipment's from the other source on the total risk and cost of the selected bidder under risk purchase clause.

17. Compensation

In consideration of the Services hereunder, EdCIL India Limited shall pay bidder the fees and expenses ("Charges") as specified in Commercial bid. All amounts payable to bidder are exclusive of any Taxes. EdCIL shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. Payment stages are available at Section-VI.

18. Representations and Warranties

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Scope of Work Proposed in this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

19. Limitation of Liability

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed the value of the contract. The limitation on any Party's 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. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations.

20. 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.

21. Termination for Default

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

- I. If the bidder fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or
- II. If the bidder fails to perform any other obligation(s) under the Contract.
- III. If the bidder, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- IV. **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 bidder should be liable to the EdCIL for any total risks and costs for such similar Goods or Services. However, the bidder should continue the performance of the Contract to the extent not terminated.

- **Fall Clause**

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

Section - IX
Annexure – I
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 180 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 the document submitted or not as per the Prequalification criteria	
9.	Whether Project Timeline as per bid agreed or not?	
10.	Payment terms as per bid agreed or not?	
11.	Letter of proposal signed and enclosed with the bid offer	
12.	Financial Proposal Covering Letter	
13.	Signed copy of the tender document submitted	
14.	Power of Attorney	

Annexure – II
Letter of Proposal

To,
Chief General Manager (DES)
EdCIL (India) Limited

EdCIL House, 18 A,

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

Sub: Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida

Dear Sir,

With reference to your Tender Document dated, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Service Provider for Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida. The proposal is unconditional and unqualified.

All information provided in the Proposal and in the subsequent annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals signed and stamped by the authorized signatory.

This statement is made for the express purpose of appointment as Implementation Partner for Selection of Implementation Partner for Work order for Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of Component of IT Components of Integrated Command and Control Center at EdCIL, Noida

We shall make available to the Committee any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

As instructed, we have attached the following documents in response:

1. Tender Compliance Sheet as per Annexure -1
2. Technical Compliance Sheet as per Annexure - 3
3. Power of Attorney as per Annexure – 5
4. Earnest Money Deposit
5. Financial Proposal Covering Letter as per Annexure – 6
6. Signed and Stamped copy of complete bid document and corrigendum, if any

The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, We submit this Proposal under and in accordance with the terms of the Tender Document.

Sincerely Yours,

Signature of the Bidder Representative

[Full name & Designation of Bidder Representative]

Firm Name

Stamp_____

Date:

Place:

Encl.: As above.

Note:

1. This is to be furnished on the letterhead of the organization.
2. It is expressly clarified that before submitting the Proposal, Bidder must have carefully examined the contents of all the attached documents and any failure to comply with any of the requirements of the Tender Document will be at the Bidder's risk.
3. It is mandatory to submit all the annexures in full in response to the Tender Document. The response of those Bidders who have not submitted all the annexures in full shall not be considered.

Annexure-III
Technical Compliance Sheet

- a) Bidders shall respond to basic sections of this tender clause by clause/Clauses, using a compliance summary statement, the sample format of which is given below. This shall be in sequential order, the same as is given in this specification.

S.No.	Technical specification of each line items as per Scope of work	Compliance statement	Description
		Put Comply or not comply	Explain how the offered good is complaint or not compliant with the requirement of the technical specification attached (if the bidder does not mention justification for compliance, it might be considered as non-compliant)

- b) If no compliance is stated for a clause, the good will be assumed not to comply with that particular specification item, contract and standard commercial terms and Conditions
- c) For purpose of compliance verification, a document and page number cross-reference should be given (where applicable) in the reference column of the compliance summary statement.
- d) The supplier may include other relevant documentation by indicating a page number of document. It is mandatory to include detailed technical documentation, covering specification and quality performance of goods to be offered.
- e) Any clause marked with “comply” in the bidders’ compliance summary statement is binding on the successful bidder to supply goods that meet the requirements of that clause. This shall apply for the lifetime of any awarded contract.

Annexure – IV
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 (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: The Day of For

(indicate the name of bank)

Authorized official

Witness

Code No. -----

1

-

2.

Signature of Banks

(Name)_____

Designation with

Full Address-----

Annexure – V
Power of Attorney

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

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

THIS DAY OF 2024.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness

1. (Signature, name, and address)

2. (Signature, name, and address)

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the bidder should be submitted for verification of 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 bidder.

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 bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy as it carries a conforming Apostille certificate.

Annexure – VI
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: **Selection of Implementation Partner for Work order for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida.**

Dear Sir,

We, (Bidder's name) herewith enclose the Financial Proposal for "Selection of Implementation Partner for Work order for **Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida.**

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.

Annexure – VII
Financial Proposal

Sub: Limited Tender for Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida.

Name of the Owner Individual/ Firm:.....

Particulars	Qty (Q)	Unit Price, (A)	GST (%)	GST Amount, (B)	Total Unit Rate, (C=A+B)	Total Price, (=C*Q)
AVOIP Encoders – Network Video Encoder Encoder Type - Wall plate	9					
AVOIP Encoders – Network Video Endpoint configured as Encoder	2					
AVOIP Decoder – Network Video Endpoint configured as Decoder.	11					
IPAD 11” A16 CHIP, 128 GB	1					

Total Amount (In Words) _____

Note:

- i. The above prices shall be inclusive of all taxes, delivery charges and installation charges including three years onsite comprehensive warranty.
- ii. All the equipments are to be Supplied, Installed, Tested and Commissioned. Details of room will be provided to the Successful Bidder.
- iii. Applicable deduction on payment will be made for TDS/GST.
- iv. The above prices shall include three years on site comprehensive warranty.
- v. All other incidental charges relating to transportation of equipments at the site are included in the above prices.
- vi. No amount towards TA / DA and lodging, boarding or incidental to execution of the project shall be paid.

Place:

Date:

Signature and Stamp of the Vendor

Name:

Designation:

ANNEXURE – VIII
Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

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

Whereas (here in after called "the Bidder") has submitted its Bid dated(Date) in response to the RFP No:..... for **Supply, Installation, Testing and Commissioning of IT Components of Integrated Command and Control Center at EdCIL, Noida.** (here in after called "the Bid")

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

The conditions of these obligations are:

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

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of for
(indicate the name of bank)

Signature of Banks Authorized official
Witness (Name) _____

Designation with Code No. -----

1. Full Address-----
- 2.

ANNEXURE- IX

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:

I- 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

II- 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	Indusland Bank Ltd

ANNEXURE X
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.

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 XI

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

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