

Tender Reference No.: EdCIL/IS/ILL/2018/01



**Limited Tender for Supply, Installation, Testing & Commissioning**

**Of**

**Internet Leased Lines connection**

**at**

**EdCIL's Corporate Office, NOIDA**

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## **SECTION – I**

### **NOTICE INVITING TENDER (NIT)**

Dated: 12<sup>th</sup> June, 2018

**To,**

**Sub: Invitation of sealed bids for “Supply, Installation, Testing & Commissioning of Internet Leased Lines” at EdCIL, Corporate House, Noida.**

1. Educational Consultants India Limited (Ed.CIL) was incorporated as a Public Sector enterprise by the Government of India in 1981, under the Ministry of Education and Culture (reconstituted as the Ministry of Human Resource Development in 1985). The company has adopted new logo and is known as EdCIL (India) Limited with effect from 30-01-2009, the company offers consultancy and technical services in different areas of Education and Human Resource Development not only within the country but also on a global basis.
2. EdCIL intends to obtain 20 Mbps leased line connection for Primary leased line and 10 Mbps leased line connection for Secondary leased line as back up. Leased line connection for Primary and Secondary leased line shall be obtained from different service providers. If rates of one service provider is the lowest for 20 Mbps and 10 Mbps, then lowest rates for 10 Mbps leased line shall be offered to the next L2 service provider.
3. EdCIL (India) Limited (EdCIL) invites sealed bids, from eligible and qualified bidders for installation & supply 20 Mbps Internet Leased Line at EdCIL (India) Limited, 18-A, Sector 16-A, Noida. The Limited Tender Document has been uploaded on EdCIL's website [www.edcilindia.co.in](http://www.edcilindia.co.in) and can be downloaded by the interested bidder.

### **KEY DETAILS**

|  |   |
|--|---|
| Tender reference number                          | EdCIL/IS/ILL/2018/01  |
| Name of work                                     | <b>Supply, Installation, Testing &amp; Commissioning of Internet Leased Lines at EdCIL's Corporate Office at NOIDA</b>  |
| Place of availability of Tender Document.        | Web site of EdCIL: <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a><br>Any further amendment to Tender will placed on website only  |
| Last date, time & place for submission of tender | <b>28 June, 2018 at 1500 hrs</b><br>EdCIL (India) Limited<br>(A Government of India Mini Ratna Enterprise)<br>18-A, Sector 16-A, Noida – 201 301 (U.P)  |
| Tender Opening details                           | Bids shall be opened on 28 June, 2018 at 1530 hours at the above address  |
| Contact Details                                  | Avinash Kumar<br>E-Mail i.d.: avinashkumar@edcil.co.in  |
| Earnest Money Deposit (EMD)                      | <b><u>Earnest Money Deposit (EMD)</u></b> : Rs.10,000/-<br>(Rupees Nine Thousand only)<br><br>The EMDs shall be in the form of demand draft issued by a nationalized bank or a Scheduled Bank in favour of 'EdCIL India Limited' payable at Noida. EdCIL shall not be liable to pay any interest on the EMD.  |
| Envelope & Dispatch                              | The bidders must submit the bids under <b>2 packets system</b> i.e.<br>i. Technical bids containing all technical details along with EMD Demand Draft in one envelope.<br>ii. Financial Bid as per <b>Annexure-II</b> in second envelope.<br>iii. Both Technical and Financial Bid envelopes should be sealed and placed in a separate third envelope marked as 'Bid for Supply, Installation & Commissioning of Internet Leased Lines'. The Bid should be addressed to: CGM(DES), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201 301 (U.P).<br><br>The envelope should clearly indicate the Name of the Bidder and his address. The Bidder may send the bid by Speed/Registered Post or in person. EdCIL will take no responsibility for delay, loss or non-receipt of bids if not received within the stipulated date & time. Bids submitted |

|                           |  |
|---------------------------|--|
|                           | by any other mode will not be accepted.  |
| Address for communication | CGM(DES)<br>EdCIL (India) Limited<br>(A Government of India Mini Ratna Enterprise)<br>18-A, Sector 16-A, Noida – 201 301 (U.P)<br>E-Mail: pawan@edcil.co.in<br>Tel: 0120-2515373 |

4. Tenderer may download the tender documents from the web site [www.edcilindia.co.in](http://www.edcilindia.co.in) and submit its bid by utilizing the downloaded document.
5. The agency may visit the location and check the feasibility.
6. Tenderers shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time of submission indicated in the key details, failing which the tenders will be treated as late and rejected.
7. In the event of any of above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be received/opened on the next working day at the appointed time.
8. EdCIL takes no responsibility for delay, loss or non-receipt of tender documents sent by post.
9. EdCIL reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

## **SECTION – II**

### **SCOPE OF WORK**

- a) To provide 20 Mbps Internet leased line connectivity on uncompressed, unshared leased line (Optical Fibre Cable) (1:1) for Primary leased line and 10 Mbps Internet leased line connectivity for Secondary leased line by the different service providers at IS Division of EdCIL (India) Limited at its Corporate Office, NOIDA on rental basis with last mile connectivity.
- b) This includes installation, commissioning, testing & maintenance of the complete link initially for one year from the date of installation, which can be extended on the basis of satisfactory services provided on year to year basis for a period of maximum three years with mutual consent and rates, terms & conditions mutually agreed at the time of extension. The connectivity will be through dedicated Internet leased line with last mile connectivity service.
- c) The hardware and software required for the establishment of fully functional leased lines will be provided by the bidders on rental basis. The minimum guaranteed bandwidth required from the Bidder is 20 Mbps for Primary and 10 Mbps for secondary leased line.
- d) The vendors shall supply and install the equipments required for provisioning of the required links at EdCIL's Corporate Office; and integrate and test systems to meet EdCIL requirements.
- e) Within one week after receipt of LOI/PO, the vendor has to submit the detailed project schedule with proper timelines and resource deployment. The same shall also cover the requirement from EdCIL side.
- f) Any change that is needed to be carried out in the existing setup shall be carried out after approval by the competent authority of EdCIL. The same shall be informed in advance so as to plan the downtime/impact to the end users. The work shall be carried out as per EdCIL's compliance and requirements communicated to the vendors from time to time.
- g) Vendors shall ensure that the proposed solutions/components/services are as per applicable regulations in India. The vendor shall be responsible for implementing and maintaining the implemented solutions/services as per applicable regulations in India.

- h) Vendors shall submit architectural design of link built-up. The links must not be overlapped with other existing Internet Links to EdCIL.

## **SECTION – II:**

### **INSTRUCTIONS TO BIDDERS**

1. **Bid Security (EMD - Earnest Money Deposit):**

Bidders shall submit, along with their Bids, a demand draft for EMD (amount specified in the tender notification table), drawn on any Scheduled bank in favour of 'EdCIL India Limited' (EdCIL) payable at Noida. EMD in any other form will not be accepted.

- a) The EMD is interest free.
- b) The EMD, for the amount mentioned above, of successful bidder would be returned after submission of Performance Bank Guarantee. The EMD of remaining unsuccessful bidders will be refunded after signing of agreement and submission of the PBG by the successful bidder.
- c) The bid submitted without EMD, mentioned above, will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the offer and EMD, if required.
- e) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.

2. **Venue & Deadline for submission of proposals**

- a) Bids duly completed in all respects as specified in the Tender document, must be submitted to EdCIL India Limited (EdCIL) as specified in the Key details Table.
- b) Last Date & Time of submission: As given in the Key details Table
- c) EdCIL India Limited (EdCIL) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of EdCIL India Limited (EdCIL) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3. **Late Bids**

Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by EdCIL India Limited (EdCIL).

4. **(a) Validity of Bid:**

Bids shall remain valid for a period of **90 days from** the date of bid opening.

**(b) Bid Evaluation:**

The Technical Bids shall be evaluated by Tender Committee. The Financial Bids shall be opened only for those bidders who shall be declared technically eligible after evaluation of technical bids by tender committee.

**5. Performance Bank Guarantee**

Both the service providers shall submit the Performance Bank Guarantees (PBG) as per Annexure-IX for 10% of the value of Letter of Award (LOA) on a non-judicial stamp paper of appropriate value issued by any Scheduled Bank within 15 days from the date of issue of LOA.

Performance Bank Guarantees should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the agency including warranty obligations.

The proceeds of the performance security shall be payable to the EdCIL as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract.

If the successful Bidder fails to furnish a Performance Bank Guarantee, then the Earnest Money Deposit shall liable to be forfeited by the EdCIL.

**6. Contract Period**

The Contract shall initially be valid for a period of One (1) year and may be extended on year to year basis for further two years period based on satisfactory performance and with mutual consent and rates, terms & conditions mutually agreed at the time of extension.

**7. Service Level Agreement & Non Performance charges:**

EdCIL expects very high availability and reliability of the ILL through out its leasing to EdCIL. The expected support SLAs during leased period are as per below:

a) Mean Time to Resolve (MTTR) : Service Levels

Last Mile Complaints: 4 clock Hrs.

Backbone/System/HW Faults: 8 clock Hrs.

b) Link Availability : 99% calculated on 24x7 basis for the every month.

c) Packet Losses: Less than 1% (Average over 1000 Ping) at any given point of time to any part of globe.

d) Latency : Less than 300 ms from EdCIL, Noida to ISP tier 1 peering point



The vendors shall provide reports from their Network Monitoring System (NMS) along with calculations of SLAs on monthly basis for release of payment.

#### 8. **Non-Performance Penalty:**

In case of any problem reported, the same has to be attended & resolved as per Service level Agreement (SLA) mentioned above. In case of violations of SLAs, the penalty applied shall be as per below:

- i For every hour of delay in problem resolution, non-performance penalty of 0.5% of total contract value shall be applied and deducted.
- ii For link uptime less than 99%, non-Performance penalty on monthly recurring charges shall be applied as per the table below.

| Sr. No.  | Service Area                     | Service Level  | Penalty   |
|----------|----------------------------------|--|---|
| <b>1</b> | <b>Internet Lease line (ILL)</b> | Uptime % calculated on Monthly basis for the ILL. In case of any hardware problems, the agency should ensure that replacement devices are made available to meet the SLAs. | Penalty as XX %(as mentioned below)of the total contract value. |
|          |                                  | Above 99%  | NA  |
|          |                                  | 99% to 98.5%   | 2%  |
|          |                                  | 98.5% to 97%   | 5%  |
|          |                                  | 97% to 95%   | 10%   |
|          |                                  | Less than 95%  | 100%  |

Maximum non-performance charges shall be capped at 100 % of total contract value.

#### 9. **Discrepancies in Prices**

- a) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,

- d) If there is any such arithmetical discrepancy in a tender, the same shall be governed on the above principles.

10. **Payment:**

The payment shall be made quarterly after certification of performance by the authorized official of EdCIL within 30 working days from the date of submission of Invoice in duplicate.

11. **Time Schedule:**

- a) Potential suppliers should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements which should not exceed 45 days after the placement of order and subject to the approvals by EdCIL (India ) Limited for laying of Optical Fiber cables. All significant activities must be included, including those associated with the delivery, installation and commissioning of the Internet Bandwidth.
- b) The delay in meeting the activities schedule will call for a penalty @ 1% per week subject to maximum 10% of the contract value. EdCIL (India) Limited may terminate the contract if delay is beyond 10 weeks.

12. **Acceptance Certificate**

On successful completion of acceptability test for 15 days and after EdCIL (India) Limited is satisfied with the accuracy and completeness of the performance of the Internet Bandwidth, the acceptance certificate signed by the representative of EdCIL (India) Limited and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Internet Bandwidth.

13. **Language:**

The bid and all related correspondence and documents in relation to the bidding process shall be in English language.

Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

14. **Agency details:**

The Agency to fill in the vendor detail form enclosed with this Tender Document as **Annexure–IV** and same may be forwarded along with Bid.

15. **Acceptance of terms & conditions:**

Bidders are requested to submit the sealed and signed copy of this tender document along with Bid as acceptance of all terms & conditions. No deviation from the tender clauses shall be acceptable.

16. **EdCIL's Right to terminate the Process**

- a) EdCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by EdCIL (India) Limited.
- b) EdCIL is accepting the bids on a no cost no commitment basis.
- c) EdCIL (India) Limited (EdCIL) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This Tender does not constitute an offer by EdCIL (India) Limited (EdCIL). The bidder's participation in this process may result in EdCIL (India) Limited (EdCIL) selecting the bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not, however, signify a commitment by EdCIL (India) Limited (EdCIL) to issue LOA or to continue negotiations. EdCIL (India) Limited (EdCIL) may terminate negotiations at any time without assigning any reason.

17. **Acceptance of part / whole bid / modification – Rights there of**

EdCIL (India) Limited (EdCIL) reserves the right to accept or reject wholly or partly bid offer, or modify the specifications / quantities / requirements mentioned in this Tender including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. EdCIL (India) Limited (EdCIL) also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

- 18. All the rates quoted by the bidder shall remain unchanged during the period of contract.
- 19. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the agency will be liable to be forfeited by EdCIL besides annulment of the contract.

## GENERAL INSTRUCTIONS TO BIDDERS

1. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
2. The bidder shall quote for all the items of Financial Bid (**Annexure-II**) failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.
3. Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
4. Pre-Qualification and Bid documents will be scrutinized, by the evaluation committee as constituted by EdCIL to check all requisite and relevant documents and their authenticity.
5. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
6. **Confidentiality:** All the information supplied by EdCIL to the Agency are to be kept confidentially and no part of it should be shared with anyone other than the authorized persons, without express written permission from EdCIL.

### 7. **Force Majeure:**

#### a. Definition

- i. For the purposes of this Purchase order, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

#### b. Measures to be Taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- iii. Any period within which a Party shall, pursuant to this Purchase order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of this Purchase order.

## **8. Arbitration:**

- a. Any unresolved dispute or difference whatsoever arising between the parties to this LOA out of or relating to the construction, meaning, scope, operation or effect of this LOA or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India.
- b. The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- c. During any period of arbitration, there shall be no suspension of this LOA.

## **9. Termination:**

- a. In case of the vendor's failure to meet SLAs as committed above and committed availability, EdCIL shall serve 7 days' notice to rectify the services. In case of failure to rectify services, EdCIL has right to terminate the services of the vendor from its premises. The Vendor shall have to remove its equipment within 15 days of such termination of services at its own costs. EdCIL shall not be responsible for the vendor's material in its premises after such period. In case of not meeting SLA for consecutive 3 month, EdCIL has right to terminate the services of the vendor by giving one (1) month notice.
- b. The Vendor has to maintain the above SLA using its own resources. SLA for each service must be 99% on monthly basis calculated based on SLA window as mentioned above. In case of repeated outages / disruptions which the vendor is not able improve despite notices from EdCIL, EdCIL may terminate the services without any prejudice.
- c. EdCIL may terminate the Contract upon written notice to the agency
  - i. In the event of arising of any of the following events:
    - (i) The agency fails to deliver the services or perform the works within the timelines specified in the contract; or
    - (ii) The agency commits breach of any of the terms and conditions of this Contract; or
    - (iii) The serious discrepancy in the quality of service is observed; or

Provided, before terminating the contract upon any of the aforesaid grounds i. to iv., EdCIL shall first serve a thirty (30) days' written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 30 days period, EdCIL shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.

- d. The Service Provider becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceedings relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.
- e. In the event of termination hereunder, EdCIL will pay to the agency all fees as specified in the Scope of work and expenses for works completed and accepted by EdCIL upto the termination date.

**10. Termination without cause**

- a. EdCIL, at its sole discretion, may surrender the link at a notice period of maximum one month and all payments for services obtained shall be done on pro-rata basis. EdCIL can also terminate or downgrade/upgrade the link without citing any cause at any time by giving one month prior Notice and make payment as per clause 9 (e) above.

- 11.** The setup established by the vendor at EdCIL's premises shall be exclusively used for EdCIL users only. The vendor shall not extend any connectivity from this setup to any external customer, without express permission from EdCIL.

**12. Tendering Expense**

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. EdCIL will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

**13. Alteration and Withdrawal of Tender**

The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer with its tender.

**14. Bids Clarifications**

If a tenderer needs some clarifications relating to this tender enquiry, he may ask the required information from the contact person within 7 days.

**15. Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.
- d) Proposal is received in incomplete form.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by all the requisite documents.
- g) Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- i) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

## SECTION - III

**Technical specification and requirements for Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on optical fibre cable) for IS Division of EdCIL (India) Limited for a period of (01) one year.**

### 1.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 1956/ LLP Act 2008 / Partnership Act 1932 and should be in operation in India for a minimum period of 5 years as on 31 <sup>st</sup> March, 2017.  | Attested Copy of Certificate of Incorporation  |                     |
| 2       | The bidder must be Tier 1 National ISP and should have a valid category "A" ISP license from Government of India.   | Attested Copy of license   |                     |
| 3       | The Bidding firm must be a profit making company for the last three financial years as on 31.03.2017 and should have a positive net worth of Rs.15 Crores. FY 14-15,15-16,16-17   | Certificate from CA firm along with copy of audited Balance sheet.                                   |                     |
| 4       | The Bidder must have an average annual Turnover of minimum INR 25 Crores during the last 3 financial years ending 31st March, 2017.   | Copy of Audited Balance Sheets and P/L statements for the last three financial years as on 31.3.2017 |                     |
| 5       | <p><b><u>Work Experience:-</u></b></p> <p>During last 5 years ending last day of month previous to the one in which applications are invited bidder should have any one of the following experiences:-</p> <ul style="list-style-type: none"> <li>a) The bidders should have successfully completed three similar works costing not less than the amount equal to Rs.4.0 Lacs each or more OR</li> <li>b) Two similar completed works costing not less than the amount equal to Rs.5.0 Lacs each or more OR</li> <li>c) One similar completed works costing not less than the amount</li> </ul> | Copy of work orders/POs with completion certificates.  |                     |



|   |   |   |  |
|---|---|---|--|
|   | equal to Rs.8.0 Lacs or more  |   |  |
| 6 | Copy of following:<br>a) Permanent Account Number (PAN)<br><br>b) GST Registration Number   | Copy of respective certificate            |  |
| 7 | Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of bid submission date                                   | In prescribed format at Annexure VIII     |  |
| 8 | The Bidder should have a fully functional Customer Service Centre for call logging, monitoring and troubleshooting purpose in NCR with 24 hours operational | Name & Address of Customer Service Centre |  |

2. Those bidders who will be declared qualified after technical evaluation by the tender committee shall be declared qualified for opening of their financial bids. They shall be informed the date and time with venue of opening of their financial bids. They may wish to send their representatives to witness the opening of financial bids of all declared technically qualified bidders.
3. Financial bids of all technically qualified bidders shall be processed by the tender committee and letter of award of works shall be issued as per recommendations of tender committee, dully approved by the competent authority of EdCIL.

## PRE CONTRACT INTEGRITY PACT

### GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2018, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the "Buyer", 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 Buyer proposes to procure (Internet Leased Line) and BIDDER/Seller is willing to offer / has offered the ILL Services and 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 Buyer is a PSU performing its functions on behalf of the EdCIL (India) Limited. 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 Buyer to obtain the desired said ILL Services/equipment / item 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 Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **1. Commitments of the Buyer**

1.1 The Buyer undertakes that no official of the Buyer, 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.

EdCIL (India ) Ltd , EdCIL house, Sector -16A, Plot No. 18A, Noida - 201 301 (UP)

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 Buyer 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 Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer 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 Buyer 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 Buyer, 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 Buyer 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 Buyer 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 EdCIL (India) Limited, Noida to intercede, facilitate or in any way to recommend to the Buyer 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.

- 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 Buyer 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 Buyer 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 Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 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 IS Unit.

#### **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 tender process. EdCIL (India) Limited, Noida
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. EARNEST MONEY (SECURITY MONEY)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 10,000/- (Rupees Ten thousand Only) as Earnest Money / Security Deposit, with the Buyer through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Buyer, 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 Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Buyer to the BIDDER on Earnest Money / Security 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 Buyer 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 (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the BUYER shall not be required to assign any reason therefore.

EdCIL (India) Limited, Noida

- (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 Buyer, 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. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other ILL Services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (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 Buyer, 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 Buyer resulting from such cancellation/rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- (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 Buyer with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer 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 Buyer 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, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. FALL CLAUSE**

The BIDDER undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in EdCIL (India) Limited, Noida respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a 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 Buyer, if the contract has already concluded.

## **8. INDEPENDENT MONITORS**

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Buyer.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Buyer 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Buyer / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer 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. EdCIL (India) Ltd, Noida

## 10. LAW AND PLACE OF JURISDICTION

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

## 11. OTHER LEGAL ACTIONS

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

## 12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER

BIDDER

Name of the Officer:

Name of the Officer:

Designation:

Designation:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



### Details of Requirement:

EdCIL needs following link at its Corporate office at 18-A, Sector 16-A, Noida – 201 301 (U.P):

| Sr. No. | Requirement  | Start Date          | End Date |
|---------|--|---------------------|----------|
| 1       | 20 Mbps Internet Leased Line <b>(1:1)</b> on Fiber Optical Line for Primary leased line and 10 Mbps Internet leased line (1:1) for secondary leased line, with; <ul style="list-style-type: none"> <li>• WAN IP (Public IP ) = 15 Nos. Each</li> <li>• Public IP Ver 6 – 64 bit address for LAN segment and 126 bit address for the WAN</li> </ul> | _____ - _____<br>18 | _____18  |

Location address:

EdCIL (India) Limited, IS Unit  
18-A, Sector 16-A,  
Noida – 201 301 (U.P)

- The contract for this ILL shall be for an initial **period of 1year**. The contract may be extended for a maximum period of 3 years on year to year basis, at sole discretion of EdCIL, at rates, terms and condition mutually agreed at the time of extension.
- The proposed solution should be based on Industry standard technologies and minimal requirements at EdCIL. EdCIL is primarily running a standard TCP/IP networks on dynamic BGP protocol for various applications in EdCIL e.g. Voice, Video, Portals, Messaging, etc.
- The complete backbone network, provided by the service provider, will be managed by service provider, including links management. EdCIL's on premise equipment's, which are owned by EdCIL, will be managed and configured by the EdCIL itself or its representatives.
- The handoff of the link must be on Ethernet.
- The link shall be terminated on Router/UTM Firewall which shall be provided by

EdCIL.

- f. The vendor shall be provide at least 15 nos. Internet IP addresses to EdCIL for usage on this ILL.
- g. The links would be used for Voice, Video, and Portals etc. The SLA should be based on, but not limited to, the mentioned below parameters:
  - 1. Link Availability
  - 2. Guaranteed time to restore
  - 3. Fault Reporting, etc.
- h. **Monitor ability:** The vendor shall configure the link provided to EdCIL in his NMS system and provide access on the same to EdCIL. The system must provide online charts/reports for minimum important possible parameters for current as well as historical data for preceding 3 months:
  - a) Link Utilization Report, Link up down report, Site up down report.
  - b) Latency, Packet drops (PE to Gateway)
  - c) Latency from NMS LAN to the Customer
- i. The vendor will provide a web portal with 'User Id' and 'Password' for getting the link monitoring reports for above mentioned parameters for the link delivered to EdCIL. These parameters will we measured at vendor's edge router.
- j. The vendor will provide variation of 50% to upgrade/downgrade the link with mutual consent in writing on same terms and conditions.

## Financial Bid

(Figures in Rs.)

| Sr. No. | Description  | Qty. | Period    | Monthly Rate | Annual Amount | Tax Amount (with %age) | Total Amount (Rs.) |
|---------|--|------|-----------|--------------|---------------|------------------------|--------------------|
| 1       | Recurring charges for Internet Leased Lines(1:1 uncompressed and unshared with last mile on fibre), for <ul style="list-style-type: none"> <li>20 Mbps for Primary leased line</li> <li>10 Mbps for secondary leased line</li> </ul> | 01   | 12 Months |              |               |                        |                    |
| 2       | One time installation and commissioning charges for <ul style="list-style-type: none"> <li>20 Mbps for Primary leased line</li> <li>10 Mbps for secondary leased line</li> </ul>   | 01   | Lumpsum   |              |               |                        |                    |
|         | Total (INR)  |      |           |              |               |                        |                    |

(Amount in words: Rupees \_\_\_\_\_)

**Note: The above rates should be inclusive of all taxes and duties.**

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

## **Tender Response Cover Letter**

Original signed copy on company letterhead

[Date]

To,

CGM(DES)

EdCIL (India) Limited

18-A, Sector 16-A,

Noida – 201 301 (U.P)

Dear Sir,

**Subject: Response to Tender for 'Supply, Installation, Testing & Supply of Internet Leased Line'**

Having examined the TENDER, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Tender for 'Supply, Installation, Testing & Supply of Internet Leased Line'** as required and outlined in the TENDER and agrees to abide by this response for a period of 90 days from the last date for submission of TENDER response.

The following persons will be the authorized representative of our company/ organization for all future correspondence between the EdCIL (India) Limited (EdCIL) and our organization till the completion of the project.

| <b>Details</b> | <b>Primary Contact</b> | <b>Secondary Contact</b> | <b>Executive Contact</b> |
|----------------|------------------------|--------------------------|--------------------------|
| Name:          |                        |                          |                          |
| Title:         |                        |                          |                          |
| Company Name:  |                        |                          |                          |
| Address:       |                        |                          |                          |
| Phone:         |                        |                          |                          |
| Mobile:        |                        |                          |                          |
| Fax:           |                        |                          |                          |
| E-mail:        |                        |                          |                          |

We fully understand that in the event of any change in our contact details, it is our responsibility to inform EdCIL about the new details. We fully understand that EdCIL shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the EdCIL to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to EdCIL.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the EdCIL is true, accurate, verifiable and complete. This response

includes all information necessary to ensure that the statements therein do not in whole or in part mislead EdCIL in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this TENDER document.

We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the TENDER response.

It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of ..... 2018.

Signature:.....

Name:.....

Designation:.....

Date: .....

## Annexure-IV

### Vendor Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

|  |            |                |         |         |
|--|------------|----------------|---------|---------|
| Agency Name:                             |            |                |         |         |
| Address of the Agency                    |            |                |         |         |
| Name & Designation of Authorised person  |            |                |         |         |
| Contact information                      | Mobile no: | Telephone No : | Fax No: | Email : |
| <b><u>Bank details of the Agency</u></b> |            |                |         |         |
| Bank Name                                |            |                |         |         |
| Bank Address                             |            |                |         |         |
| Bank Account No                          |            |                |         |         |
| IFSC Code                                |            |                |         |         |
| PAN No.                                  |            |                |         |         |
| TIN No.                                  |            |                |         |         |

Signature & Stamp of the Bidder

Date:

**Declaration**

1. I, ..... Son/Daughter of Shri ..... Proprietor / Partner / Director / Authorized Signatory of ..... competent to sign this declaration and execute this bid document.
2. I have carefully read and understood all the terms and conditions of the bid and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

Signature:.....

Name:.....

Designation:.....

Date: .....

## **Executive summary of the proposed solution**

Bidders are required to provide an executive summary of the solution provided along with schematic layout, link built-up from nearest POP and thereafter to backbone, solution highlights and lowlights etc.



## **Deviations Sheet**

Please specify any deviations, if any, you wish to seek from the tender conditions. In case of no such mention in this section, it shall be presumed that you accept all scope, terms and conditions of this document.

**Technical Deviations :**

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**Commercial Deviations :**

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**Any other:**

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**UNDERTAKING**

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been blacklisted/banned/debarred in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three financial year (2014-15, 2015-2016 & 2016-17).

If the above information found false at any stage after the placement of Work Order, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida (hereinafter called Buyer) will have full right to cancel the Purchase Order 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 Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

Name of the Bank: -----

To,  
EdCIL (India) Ltd,

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the Chairman & Managing Director acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----dt..... Made between..... (Designation & address of contract signing Authority) and ..... (herein after called "the said Supplier(s)" 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 Bond from the Supplier 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, EdCIL (India) Ltd, Noida or -----(Designation & Address of contract signing authority) EdCIL (India) Ltd , 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 Supplier of any of the terms of conditions contained in the said agreement or by reason of the Supplier 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 Supplier 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 bond shall be a valid discharge of our liability for payment there under and the Supplier 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 contact 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 Supplier 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 on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Supplier 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 Supplier or 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 Supplier or by any such matter or thing whatsoever which 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 Supplier(s).
8. We, (indicate the name of the Bank ) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto ( Date of Completion plus Maintenance Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... ( Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

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

Witness

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