



Tender
Document for
Selection of partner for Supply and Installation of 500
Robotics Lab including Furniture and other services in
Secondary Schools in Odisha.

EdCIL (India) Limited
A Mini Ratna Category - 1 CPSE, Under the Ministry of
Education, Government of India

‘EdCIL House’, Plot No. 18A, Sector- 16A NOIDA – 201301 (UP), INDIA

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New Delhi – 110001 (India)

CIN No: U74899DL1981GOI011882

NIT No: EdCIL/DES/OCAC/2023-24/001

Section-1

Bids are invited from all eligible bidders for Pre-Tender Tie-up with EdCIL for “Selection of Partner for Supply and Installation of 500 Robotics Lab including Furniture and other services in Secondary Schools in Odisha.” against client’s Tender No: RFP No: - OCAC-SEGP-INFRA-0025-2023-23028 dated 24-04-2023 for “Supply and Installation of Robotics Lab in 500 Secondary School Odisha Computer Application Centre (Technical Director, Government Of Odisha)

EdCIL (India) Limited is a Government of India Mini-Ratna Category-I CPSE under Ministry of Education. It is the only CPSE offering project and consultancy management services in all areas of education and human resource development within India and overseas. EdCIL also works on nomination basis for implementing the Digital solutions and providing its services.

EdCIL intends to participate in the client tender RFP No: - OCAC-SEGP-INFRA-0025-2023-23028 dated 24-04-2023 for “Supply and Installation of Robotics Lab in 500 Secondary School Odisha Computer Application”. This tender is floated for Selection of Partner ready to work in the above project for EdCIL on an exclusive basis.

Submission of Online Bids is mandatory for this TENDER. Prospective bidders need to submit their bids with the most competitive Techno-commercial single packet offer for the aforesaid work. Govt. Guidelines/ EdCIL Guidelines if applicable may be followed. TENDER document is available on EdCIL website & Tender Wizard, <http://www.tenderwizard.com/EDCIL>. The important dates are as given below:

1. Important Dates

Date of Posting of TENDER	23.05.2023
Start Date of downloading/viewing TENDER	23.05.2023
Last date & time for Online submission of Bids	01.06.2023 till 11:00 A.M.
Online Opening of Bid (Single Packet)	01.06.2023

Bids shall be submitted on Tender Wizard, <http://www.tenderwizard.com/EDCIL>. Bidders are advised to visit Tender Wizard and/or EdCIL website regularly for updates/amendments, if any.

2. Pre-Qualification Evaluation Criteria

S.No.	Specific Requirement	Documents Required
1.	The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/Proprietorship /Partnership Firm	Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

2.	<p>The bidder shall fulfill the following financial criteria: Average Annual Financial Turnover during the last 3 financial years (2019-20, 2020-21, 2021-22) should be at least Rs 10.5 Crores</p> <p>For MSME/Startups Average Annual Financial Turnover during the last 3 financial years (2019-20, 2020-21, 2021-22) should be at least Rs 8.5 Cr.</p> <p>Net worth should be positive as on 31.03.2022</p> <p>The bidder should be in profit before tax (PBT) in last three financial years (2019-20, 2020-21, 2021-22).</p>	CA Certificate and Audited Balance of last 3 FYS as per the Section 6.
3.	<p>Bidder should have the experience of having successfully completing establishment of minimum 300 Robotics Labs in State/ Central Government Schools of India in a Single Work Order from any State/ Central Govt.</p> <p>For MSME/Startups Bidder should have the experience of having successfully completing establishment of minimum 250 Robotics Labs in State/ Central Government Schools of India in a Single Work Order from any State/ Central Govt. in last 3 years executed as on date of release of tender</p>	<p>Work order/Agreement and completion certificate/Go Live Certificate from client.</p> <p>And Bidder needs to furnish details of each project as per Section 7.</p>
4.	<p>Bidder should have the experience of successfully completing a single work order of robotic lab of project value of minimum Rs. 6 crores in the last 3 years executed as on date of release of tender.</p> <p>For MSME/Startups Bidder should have the experience of successfully completing a single work order of robotic lab of project value of minimum Rs. 5 crores in the last 3 years executed as on date of release of tender.</p>	<p>Work order/Agreement and completion certificate/Go Live Certificate from client.</p>
5.	The bidder should have a valid PAN and GST Registration	Copy of PAN card and GST Registration certificate

6.	The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this TENDER.	MAF for Robotics Kit, Laptop etc. Items as per Section 8.
7.	The bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt./PSU as on date of submission of the Bid.	Non-Blacklisting Certificate duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
8.	Bidder Quality Certificate the Bidder Must have Valid ISO 9001:2015,20001 & 27001 and Certification as on Date submission of this EOI	Copies Of the Valid ISO Certificate

Evaluation (Financial Evaluation):

- a. The financial evaluation will be on the basis of the Grand total cost as specified in the price bid (Section - 15)
- b. The least cost proposal/lowest quoting bidder will be ranked as L1 and the next higher and so on will be ranked as L2, L3 etc.
- c. The least cost proposal/lowest quoting bidder (L1) will be considered for award of contract.

Additional Clauses:

- a. The bidder needs to submit un-priced BOQ along with their technical bid.
 - b. Bid by Consortium is not allowed.
3. The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this TENDER are genuine.
In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, EDCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future TENDERS/tenders of EDCIL for a period upto 2 years.
 4. A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this TENDER as well as client's tender (which forms part of this TENDER), duly Signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

5. Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.

6. The Client's tender, and Addendums /Corrigendum in Client's Tender: RFP No:- OCAC-SEGP-INFRA-0025-2023-23028 dated 24-04-2023 for "Selection of Partner for Supply and Installation of Robotics Lab in 500 Secondary School Odisha" and EDCIL TENDER forms an integral part of this TENDER.

7. Bid Security (Earnest Money Deposit)

- a. The Bidder should submit EMD through Demand Draft drawn in favor of "EdCIL (India) Limited" payable at NOIDA/ New Delhi from any Nationalized bank. The Bid sent without Bid fee and EMD would be considered as UNRESPONSIVE and will not be considered.
- b. 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.
- c. The bidder should enclose EMD of Rs. 1,00,00,000/- (Rupees One Crore only) in the form of Bank Guarantee/ Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.

8. Tender Fees

- a. ₹ 11,200/- (inclusive of 12% GST) Eleven Thousand Two Hundred Only in the form of Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favor of EdCIL.

9. Notes for EMD and Tender Fees Exemption:

- a. To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non- submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- b. Bidders registered with MSME and having valid registration certificate issued by NSIC/ MSME are exempted for submission of EMD.
- c. The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.

- d. If bid security/tender fees is submitted as BG/DD, it should reach
o/o Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 2512006
Within the last date & time stipulated for bid submission in the tender.
- e. The EMD/Bid Security of unsuccessful bidder shall be returned as promptly as possible but not later than 30 days after expiry of the bid validity period.
- f. The EMD/Bid Security may be forfeited if:
 - i. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
 - ii. fails or refuses to execute the Contract, if required; or
 - iii. The successful bidder fails to submit performance security within the prescribed time. or The proceed of EMD shall be payable to EDCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

10. Evaluation

- a. EDCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. EDCIL shall carry out detailed evaluation of the substantially responsive bids only.
 - b. A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
 - c. EDCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
 - d. Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule.
 - e. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
11. After the award of contract, the bidder needs to give a presentation of the proposed solution capturing the following features:
- a. Understanding of the project

- b. Detailed work-plan and methodology
- c. Proposed Mechanism of Project Monitoring
- d. Operation & Maintenance Support plan Demonstration of previously executed projects i.e., 'Monitoring/Ticketing tool, incident tracking system, incident closure mechanism, for evaluation of the Bidder's capability on Operations & Management.
- e. Product demonstration, EdCIL at its discretion will conduct a quality test of the products and if the product is not qualified by our technical team or any other robotics expert, the bid will stand cancelled.

12. Validity Period Of Bid

Bid shall remain valid for 180 days after the date of bid opening of the end clients tender. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, EdCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

13. Authorization Letter/ Board Resolution:

The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other:

- a. Managing director
- b. The Chief Executive Officer
- c. The Manager
- d. The Company Secretary
- e. The Whole-time director
- f. The Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory.

14. Submission Of Forged Documents

Bidders should note that EDCIL may verify authenticity of all the documents/certificate/information submitted by them against the TENDER. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the TENDER/contract conditions, EDCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of EDCIL for a period upto 2 years.

15. Clarification From Bidders

16. The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.
17. The bidder must ensure that their bid is complete in all respects and conforms to TENDER terms and conditions, TENDER specifications etc. including client specifications, failing which the bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.
18. EDCIL reserves the right to accept or reject any or all the TENDERS without assigning any reason.

End Of Section

Section 2

Instructions for e-Tendering

Instructions for Online Bid Submission:

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

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained

by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- a. Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e- tendering.
 - b. Bidders are advised to change the password immediately on receipt of activation mail.
 - c. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
8. Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
9. Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
10. Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
- a. For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/ 9964074577/9650520101.
 - b. For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
 - c. Telephone: 080-40482100/ 9650520101/ 9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratan.thakur@etenderwizard.com, varun.b@etenderwizard.com.

Preparation Of Bids

- a. Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF format.

- d. Bid documents may be scanned with 100dpi with black and white option.

Submission Of Bids

- a. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to pay EMD as applicable through demand draft/BG as per tender condition in favour of “EdCIL (India) Ltd” payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- d. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- e. The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

Assistance To Bidders

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

Telephone/ Mobile/ E-mail ID	<p>Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <ol style="list-style-type: none"> a. For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101. b. For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk. <p>Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email:Id:- harishkumar.kb@etenderwizard.com, ratan.thakur@etenderwizard.com, varun.b@etenderwizard.com</p>
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	& cc to: destenders@edcil.co.in
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Minimum Requirements At Bidder's End

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

End Of Section

Section 3

GENERAL CONDITIONS OF CONTRACT

1. Risk Purchase

- a. In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed(through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b. On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub- contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by EDCIL/Employer and the same be sent to the sub-contractor/supplier.
- c. Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to EDCIL.
- d. Demand notices may be sent to the original sub-contractor/ Supplier from time to time.

2. General Lien / Set-Off

- a. Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.

- b. Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by EDCIL and set off against any claim of EDCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

3. Repeat/Add-On Order

- a. In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 25% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b. Further if required, an additional order for 25% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.(with due approval of the Board).

4. Purchasers Right To Vary Quantities

EDCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

5. Force Majeure

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months.

Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfilment of its obligations agreed upon. Should suspension of work as explained

above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

6. Arbitration

- a. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, EDCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.
- b. 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.
- c. Any party aggrieved with the decision of the committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5, and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.”

7. Fall Clause

- a. The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
 - i. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And/or
 - ii. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor.

In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier

and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b. The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case under taking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

8. Offline Documents

The Bidder should submit all the bid documents (except Bank Guarantee/DD) online as indicated in the Tender /EOI schedule. The Tender Fees / EMD if paid through online mode), UTR No. is to be provided by bidder in their online bid. Only Bank Guarantee if required in tender/EOI schedule shall be taken in offline mode. Documents submitted in online mode should be uploaded using DSC of person authorized as per Authorization letter /Board Resolution for signing bid documents.

9. Banning Of Non-Performing Vendor

In case any of the vendor's work/PO/agreement is cancelled/terminated by EDCIL after award, due to non-performance, the vendor may be banned/blacklisted upto 2 years or action as deemed fit may be taken by EDCIL

10. Amendment To Bid Documents

- a. At any time, prior to the date of submission 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 bid documents by amendments, which shall be available on EDCIL Website and the e-tendering portal.
- b. In order to give required time to the prospective bidders, in which to take the amendments in to action in preparing their bid, EDCIL may at its discretion extend the deadline for submission of bid suitably.

11. Bid Price

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by EDCIL). Clauses such as “at

actual”, “extra”, “to be given later” etc. shall also be treated as non-responsive & are liable for rejection.

12. Modification And Withdrawal Of Bids

Bid withdrawal/modification shall not be allowed after end date and time of bid submission. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. Such defaulting vendor is liable to be debarred from participating in future bids for a period of upto 2 years.

13. Clarification Of Bids

During evaluation of bids, EDCIL may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

14. Manpower

- a. Whatever be the assignment, the responsibility of effective and efficient delivery of service by the staff deployed shall rest with the selected bidder. The bidder must ensure to deploy appropriate experienced resources as desired from time to time.
- b. The selected bidder shall ensure that all the Labor Law regulations of the Government are fully complied with, in matters of deployment of manpower to OCAC.
- c. The salary allocated to the resource should include the EPF (Employer and Employee Contribution), ESI, retirement benefit component, any other statutory payments applicable, Medical Insurance and accidental insurance etc. which should be paid/accounted for in full to the deployed resource by the selected bidder.

15. Termination For Default

EDCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- a. if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by EDCIL.
- b. if the supplier fails to perform any other obligation(s) under the contract;

- c. if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as EDCIL may authorize in writing) after receipt of the default notice from EDCIL.
- d. Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

In the event EDCIL terminates the contract in whole or in part pursuant to above clause, EDCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to EDCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

16. Termination For Insolvency:

EDCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to EDCIL.

- 17. At any time, in case it comes to the knowledge of EDCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then EDCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.
- 18. EDCIL reserves the right to cancel the TENDER at any time without assigning any reason thereof.

19. Additional Clauses For Debarment:

- a. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding three (3) years if he has been convicted of an offence as under:
 - i. under the Prevention of Corruption Act, 1988; or
 - ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding two (2)

years if the following code of integrity as per rule 175 of GFRs 2017, is breached:

i. prohibition of

- 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.
- any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- 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.
- 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.
- any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- Obstruction of any investigation or auditing of a procurement process.
- making false declaration or providing false information for participation in a tender process or to secure a contract;

ii. disclosure of conflict of interest.

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

c. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by EDCIL for a period not exceeding two (2) years if the following is breached:

- i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
 - iii. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. The debarment in all cases shall be automatically extended to all its allied firms. In case of Joint ventures/Consortium is debarred all partners shall also stand debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

End Of Section

Section – 4

SPECIAL CONDITIONS OF CONTRACT

Note: In case clauses/sub-clauses have any difference mentioned in this TENDER at different places, the conditions mentioned in this section shall prevail. The terms and conditions of this section shall be on back to-back basis based on end client's tender.

1. Payment Terms

- a. Payment terms are on back-to-back basis and the payment shall be released to subcontractor/vendor/supplier by EdCIL only if and when received by EDCIL from the client and subject to submission of complete documents and invoices, supporting proof documents for supply & services.
- b. Payment shall be made on satisfaction of the client and receipt of funds from client.
- c. Sub-contractor/vendor/supplier will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by EDCIL from the client. EDCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the client.
- d. The payment terms will be on a back-to-back basis as per the end client except advance.
- e. All payment shall be made after deduction of applicable penalties (if any) and deduction of taxes(if applicable).

2. Performance Security

- a. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee (PBG) should be issued by a nationalized bank in favor of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.
- b. 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.

3. Price Basis

Shall be on a back-to-back basis based on the end client's tender. Prices shall be quoted in Indian rupees and shall be inclusive of GST. The GST/ taxes will be shown

separately. TDS deduction shall be made as per the prevailing Govt. Laws /notification. The bidders are requested to quote the price for complete BOQ.

4. Notification Of Award

- a. Prior to the expiration of the validity period, EdCIL will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted.
- b. EdCIL at its sole discretion, having regard to the capacity of the L1 BIDDER to supply the entire quantity of the Purchase, decide to split the Purchase Contract/quantity to be ordered in the following manner:
 - i. In case of splitting the total Contract quantity between three, the ratio shall be 40:30:30 and in case of two the ratio shall be 60:40, as the case may be.
 - ii. The Ratio shall apply provided the L1 rate accepted will be counter offered to the L2 and/or L3 Bidder. On acceptance of the counteroffer, the order will be placed on L2 or L3 Bidder or both as per the above specified ratio.

5. Insurance: Back-to-back. As per Client Tender.

6. Project Deliverables, Milestones & Time Schedule: Back-to-back. As per Client Tender.

7. Warranty: Back-to-back. As per Client Tender.

8. Period Of Contract: Back-to-back. As per Client Tender.

9. Termination: Back-to-back. As per Client Tender.

10. Service Levels and Penalty Terms: Back-to-back. As per Client Tender.

11. Extension in Delivery Period and Liquidated Damages: Back-to-back. As per Client Tender.

End Of Section

Section-5

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

The detailed scope can be referred from the client tender document which is an integral part of this TENDER and shall be on back-to-back basis with scope as in client's Tender. The Client Tender is attached with TENDER.

Further Corrigendum in Client Tender, if any, may be downloaded from following website: <https://enivida.odisha.gov.in/>

1. The successful bidder shall setup its own service and call support centre with toll free number or may authorize a local partner to operate the same in at least one (1) centralized location in Orissa. In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 12 weeks from the date of award of contract. As soon as the service centres are set up, the successful bidder shall get it certified by EdCIL officials. However, the responsibility of providing satisfactory services solely remains with the successful bidder.
2. Records of all calls/emails/visits made to the service centre shall be kept in a computerised system for easy tracking of complaints and calculating SLA. The successful bidder shall provide access to their computerised complaint log in portal to EdCIL for live reviewing of complaints.
3. The service centres should be equipped with CCTV, telephone, internet, sign boards, desktop/laptop, printer and any other essential items required for proper functioning of the centres. The access to the CCTVs should be provided to EdCIL for live monitoring and reviewing any past incidents.
4. Bidders may have to give a demonstration of the proposed IT Solution. Bidder may have to submit Proof of Concept/ System Design Document as per the client need.
5. The bidder has to quote for complete BOQ.
6. Bidders should provide technical literature, brochures, methodology and project implementation timeline for the Complete Solution along with all the other requisite documents as per End Client's tender in their bid.
7. Bidder has to submit OEM Authorization (MAF) as per End Client Tender in the name of EDCIL along with their technical bid.
8. Bidder has to submit technical compliance and datasheets from OEM of all the specifications for all the items.
9. Bidder should submit unconditional acceptance of NIT conditions of EDCIL TENDER as well as end client tender
10. Bidder should submit dully signed copies of minutes of meeting and other corrigendum (if any) of EDCIL TENDER as well as end client tender
11. Bidder has to submit all the documents required and stated in the End Client Tender and EDCIL TENDER.
12. Bidders who do not submit all the documents which are required as per End Client tender and EDCIL TENDER shall be liable for rejection.

End Of Section

SECTION-6

Annual Average Turn Over

Sl. No.	Financial Year	Annual Turn over	Net Worth	Net Profit
1.	2019-20			
2.	2020-21			
3.	2021-22			
Total				
Average				

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

Signature with Seal of the Chartered Accountant

End Of Section

Section-7

Project Experience

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

End Of Section

Section-8

Manufacturer's Authorization Form (MAF)

{to be filled by OEM}

To,
The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D,
Acharya Vihar Square, RRL Post Office,
Bhubaneswar-751013 (INDIA)

Sub: OEM Authorization Letter for Request for Proposal (RFP) for Selection of CPSU/SPSU for Supply and Installation of Robotic Lab in Secondary Schools in Odisha.

Dear Sir,

We, who are established and reputable having factories / development facilities at (address of factory / facility) do hereby authorize M/s EdCIL (India) Limited, Plot No. 18A, Sector 16A, Noida to submit a Bid, and accept the Purchase Order against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We further undertake that we will support the supplier will all related spares and maintenance during the entire contract period.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the Project.

Yours faithfully,

(Name)

Seal

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer.

End Of Section

Section-9

Undertaking Of Non-Blacklisting

This is to confirm that we M/s _____ (give full address) 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 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).

End Of Section

SECTION-10

CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be filled by the bidder}

To,
Chief General Manager (DES)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A, NOIDA – 201301 (U.P.)
NIT No. _____ Dated

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking You,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date: _____

Place: _____

End Of Section

Section-11

BIDDER' S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,
The Chief General Manager (DES)
EdCIL (India) Limited, 18 A, Sector-16A,
Noida-201301 Uttar Pradesh

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place

END OF SECTION

Section-12

DECLARATION BY THE BIDDER

{to signed by selected bidder}

I/ We declare that I am/we are Bonafede/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent/System Integrator in the goods/ stores/ equipment for which I/ We have quoted.

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

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: __

END OF SECTION

Section-13

Undertaking On Authenticity Of Equipments

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

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

Reference: Dated:

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original, and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ secondhand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed certificate system, we undertake that the same shall be supplied along with the authorized license operating system with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD for this bid or debar/ black list or take suitable action against us.

Authorized Signatory

Name:

Designation:

End Of Section

Section-14

Financial Bid Submission Sheet

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

Reference: NIB No. _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/ duties as mentioned in the financial bid (BoQ).

I/We undertake, is our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I/We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

Date:

Authorized Signatory:

Name:

Designation:

End Of Section

Section-15

Price Bid

Name of Work: “Selection of Partner for Supply and Installation of 500 Robotics Lab including Furniture and other services in Secondary Schools in Odisha”

NIT No: _____ Dated: _____

Bidder Name:

Price Schedule

Price Bid						
Sl. No.	Items/Activities	Quantity(a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
A: Robots-Component Details						
1	Hybrid Humanoid Robot	1				
2	Robotic Arm	1				
3	Interactive Intelligent Robot	1				
4	Hexapod Robot	1				
Total Cost including GST @One Robotics Lab for 5 years						
[A] Total Cost including GST @500 Robotics Lab for 5 years						
B. Robotics Do It Yourself (DIY) Kits: Component Details						
Sl. No.	Items/Activities	Quantity(a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
1	Robotic Kits & Equipment for Standard 6	10				
2	Robotic Kits & Equipment for Standard 7	10				
3	Robotic Kits & Equipment for Standard 8	10				
4	Robotic Kits & Equipment for Standard 9	10				
5	Robotic Kits & Equipment for Standard 10	10				
Total Cost including GST @One Robotics Lab for 5 years						

[B] Total Cost including GST @500 Robotics Lab for 5 years						
Sl. No.	Items/Activities	Quantity (a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
C	Innovative Project Component	1				
Total Cost [C] Including GST @ 500 Robotic LAB For 5 Years						
D	Prototyping Tools per Lab	1				
Total Cost [D] Including GST @ 500 Robotic LAB For 5 Years						
E	Furniture for per Lab	1				
Total Cost [E] Including GST @ 500 Robotic LAB For 5 Years						
F: Consumables per Lab- Components (Recurring for every year)						
SL.No	Item	Quantity (a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
1	Consumables per Lab-Components (Recurring for every year)	1				
[F] Total Cost Including GST for 500 Nos of Robotic LABs for 5 Years						
G Manpower Cost for 500 Nos of Robotic Labs.						
SL.No	Item	Quantity (a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
1	IT Manager	1				
2	Central Helpdesk Support/ IT Coordinators	5				
3	Robo Trainer	500				
Total Manpower Cost Including GST for 500 Nos of Robotic LAB For 1 Years						
[G] Total Manpower Cost Including GST for 500 Nos of Robotic LAB For 5 Years						
Grand Total Cost i.e. [A] + [B] + [C] + [D] + [E] + [F] + [G] including GST for 500 Nos of Robotic LABs						
Total in Words						

Note: -

- All the above prices would be in INR only with applicable item wise GST.
- The above price would include Compressive OEM Warranty Support for a period of 3 years and 2 years of CAMC from the date of FAT.
- The bidder has to compulsorily quote for all items mentioned in the Commercial- bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- No Component of Financial bid should have “ZERO” value.
- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- The Tax rates will be mentioned as per standards.
- If manpower cost is non-exclusive of any statutory stipulation it will be treated as non-responsive bid.

End Of Section

Section-16

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 “ Name of the Tender” (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. -----
Full Address-----

End Of Section

Section-17

Detailed BOM

Sl. No.	A: Robots-Component Details	Technical Compliance (Y/N)	Make	Model	MAF Submitted (Y/N)
1	<u>Hybrid Humanoid Robot</u>				
	WMR				
	5 Ft Height				
	High torque, motors				
	Industry grade wheels				
	Fixed hand				
	Mild steel Body				
	Powder coated with white and blue color				
	Wireless Controlled				
	OCU				
	Lead Acid Battery				
	Fixed Head				
	12 Facial Expressions				
	On/Off Switch				
	Battery level Indicator				
Robot Battery Charger					
2	<u>Robotic Arm</u>				
	5 DOF Robot Arm				
	4+ Gripper				
	Maximum Reach from Base 310 mm				
	Maximum Payload 90 Grams				
	CNC cut PVC alloy Body				
	USB 18 Servo controller				
	Servo Controller				
	Control Software				
3	<u>Interactive Intelligent Robot</u>				

	WMR			
	Deep Learning			
	AI Models			
	Emotional Intelligence			
	Touch Screen			
	Wide angle HD Camera			
	Hi-Tech Sensors			
	Distance and edges sensor			
	Voice Recognition			
	Intent response model			
	Tele presence			
	Face Recognition			
	Battery			
	Charger			
4	Hexapod Robot			
	6 Legged			
	18 DOF			
	Servo Controller			
	Metal Body			
	Lipo Battery			
	Intelligent Balance charger			
Sl No.	B. Robotics Do It Yourself (DIY) Kits:Component Details			
1	Robot DIY Kit 10.0 (10 Robots for 10 thStandard)			
	WMR 2 level Platform			
	2 geared DC Motor			
	Tricycle model			
	2 general purpose Wheel			
	1 Castro wheel			
	Add On single Peripheral Board with components(DC Socket, capacitor's, Voltage regulators ,resistor's, IC's, LED's, Transistor's ,Relay's ,,MIC, Buzzer, Push button's ,Diode's,			

	Variable resistor's , Voltage Display, 7 Segments, LCD Display			
	Controller ATMEGA 328P			
	On/off Switch on robot platform			
	Multiple sensors			
2	Robot DIY Kit 9.0(10 Robots for 9th Standard)			
	WIMR 2 level Platform			
	2 geared DC Motor			
	Tricycle model			
	2 general purpose Wheel			
	1 Castro wheel			
	Add On single Peripheral Board with components (DC Socket, capacitor's , Voltage regulators, resistor's, IC's ,LED's, Transistor's, Relay , MIC, Buzzer, Push button's, Diode's, Variable resistor's, Voltage Display, LCD Display			
	Controller ATMEGA 328P			
	Multiple sensors			
3	Robot DIY Kit 8.0(10 Robots for 8th Standard)			
	WMR 2 level Platform			
	2 geared DC Motor			
	Tricycle model			
	2 general purpose Wheel			
	1 Castro wheel			
	Add On single Peripheral Board with components (DC Socket, capacitors, Voltage regulators , resistors, IC's, LED's, Transistor's, Relay's, MIC, Buzzer, Push buttons, Diode's, Variable resistor's, Voltage Display, 7 Segments, LED Dot Matrix)			
	Controller ATMEGA 328P			
	On/Off Switch on robot Platform			
	Multiple sensors			
4	Robot DIY Kit 7.0(10 Robots for 7 Standard)			
	WMR 2 level Platform			
	2 geared DC Motor			

	Tricycle model			
	2 general purpose Wheel			
	1 Castro wheel			
	Add On single Peripheral Board with components (DC Socket, set of capacitor, set of Voltage regulator, multiple resistance, logic gate IC, set of LED, set of Transistor, Relays ,MIC ,Buzzer, set of Push Button, multiple Diodes, 2 Variable resistor, Voltage Display, set of 7 segments Display, Controller ATMEGA 328p			
	On/off Switch on robot platform			
	Multiple sensors			
5	Robot DIY Kit 6.0(10 Robots for 6" Standard)			
	WMR 2 level Platform			
	2 geared DC Motor			
	Tricycle model			
	2 general purpose Wheel			
	1 Castro wheel			
	Robot Control board consists of (DC Socket, 5 Set of capacitor, Voltage regulator, 5 set of resistor,2 set of logic IC,6 Set of LED ,4 set of Transistor, 2 Dpdt Relay, MIC, Buzzer, 5 set Push button)			
	On off Switch on robot platform			
	Multiple Sensors			
	Battery			
F-F Jumper Wire				
Sl No.	C: Innovative Project Component			
1	DC motor (Assorted) of capacity: 12V Centre shaft			
	10 RPM -10 No's			
	30 RPM- 20 No's			
	60 RPM- 20 No's			
	100 RPM - 20 No's			
	150 Rpm -10 No's			
2	Servo motor of capacity: mini servo 180 Degree. Rotation, Plastic gear type 2.5 kg/cm Torque			
	Switch box (Assorted- total 20 no's of SPDT			

3	,DPDT ,SPST, Rocker, Slide Push)				
4	Ultrasonic sensor for distance detection 2 to 400 CM, digital output, 5 volt DC				
5	IR proximity sensor for distance detection 2 to 25 cm, colour detection, detection angle 35 deg, LM 393 IC				
6	PIR sensor for motion sensing, detection 3 to 7 Mtr.				
7	4 Relay module for motor driving, DPDT relay, 4 channel, operating voltage vol-3.3 to 5 volt				
8	Single Relay module for 1 channel relay board, 5 Volt DC.				
9	RF module for 433 Mhz radio frequency ,RX IF frq 1 Mhz, Tx Frc 433.92 Mhz				
10	Motor driver L293D, 4 h bridge up to 4 by directional DC Motor drive.				
11	Motor driver L298 for 12 v DC dual motor driving				
12	LCD module for Arduino 16X2 with back light.				
13	Matrix display RGB for display cascaded 4 dot matrix LED, 4 In one display with 5p line module				
14	DTF module for MT 8870 based frq. Decoded defects 029, LED notified, 5 V DC.				
15	APR module for voice recording for 10 Min, 8 channel, current 500 MA				
16	Buzzer module for operating at 5 V DC, Pitch at 2.54 MM, tone generation range -1-5 to 2.5 khz.				
17	Assorted multiple sensor box, collection of 36 different types of sensor				
18	Component store Rack				
19	Plastic Box of size 30 X 20 X 25 CM				
20	General purpose wheel of 7X2 cm, 6 MM				
21	General purpose wheel of 10X 2 Cm, 6 MM				
Sl No.	D: Prototyping Tools per Lab (Componentdetails)				
1	3D printer for educational prototyping				
2	Screw Driver set				
3	Drilling machine and tool kits				

4	Hammer				
5	Hacksaw				
6	File Set				
7	Soldering Iron 60W				
8	Soldering iron stand				
9	Pliers				
10	Long nose pliers				
11	Long needle nose mini pliers				
12	Digital Multi meter				
13	De Soldering gun				
14	Glue gun				
15	Allen key set (10 pieces)				
16	Variable DC power supply unit 5-25 volt output				
17	Laptop				
Sl. No.	E: Furniture for per Lab				
1	Table (SS frame 8/4 ft size with standard ht. top blue sun mica on 20 mm ply)				
2	Stainless steel round stool for each student with SSframe, blue color foam sheet)				
3	Table for 3D printer and computer				
4	Computer chair				
5	Room layout stickers/posters +doodle painting				
Sl. No.	F: Consumables per Lab-Components(Recurring for every year)				
1	Glue gun stick packet				
2	Metal chassis				
3	F - F Connector cable				
4	M - M connector cable				
5	F- M connector cable				
6	Soldering lead				
7	Soldering flux				
8	Single stand wire (100 meter)				
9	Bread Board of 840 points				

10	Mini breadboard 400 points				
11	Resistor box of 1 oms to I micro oms				
12	Capacitor box for educational purpose				
13	DPDT relay 8 pin 5 v				
14	DPDT Switch				
15	DPDT Box - 3 Switch				
16	7805 IC				
17	Transistor BC 547				
18	LED				
19	LDR 5mm- 25 no's , 8 mm-25 no's				
20	Op amp(Assorted IC) for educational project use				
21	10 Coded wire bundle of 50 meter				
22	Double sided tape				
23	Black insulating tape				
24	Red insulating tape				
25	Paper Cutter				
26	Sun board 3mm thick in 32 Sq. Ft sheet				
27	Sun board 5mm thick in 32 Sq. Ft				
28	Flex Glue 20 ML				
29	Miscellaneous components (washer , spacer , nut bolt , L clamp, screw, wheels)				
30	3D printing filament				

Section-18

Technical Bid Submission Letter

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

Subject: Technical Proposal for Selection of Partner for Supply and Installation of 500 Robotics Lab including Furniture and other services in Secondary Schools in Odisha

Dear Sir,

We, the undersigned, offer to provide our services against your RFP enquiry no. <Insert RFP no> dated <insert date>. We are hereby submitting our Proposal, which includes this Technical Bid sealed in the envelope.

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

We agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the bid response without assigning any reason whatsoever.

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

Thanking you,

Name of the Bidder:

Authorized Signatory:

Signature: Seal: Date: Place:

Section-19

Letter Of Undertaking

(On The Letter Head Of The Bidder)

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

Sir,

NIB No.

This bears reference to above referred Bid No. _____. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

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

Thanking you,

Yours faithfully,

Name of the Bidder _____

Authorized Signatory _____

Seal of the Organization _____

Date:

Place:

End Of Section

Section-20

Proforma Pre Contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2023, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

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

WHEREAS the EdCIL proposes to procure services towards “ ____ **Name of the Tender** ____”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. “ _____ **Name of the Tender** ____” Dated ____ 2023.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. “ Name of the Tender ” Dated 2023 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- a. The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

- b. 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.
 - c. All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c. Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- e. The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. 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.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- m. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. Previous Transgression

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

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

5. Earnest Money Deposit

- a. While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 5,00,000/- as Earnest Money with the EdCIL.
- b. The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including O&M period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- d. No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. Sanctions For Violations

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

called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

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

7. Independent Monitors

- a. An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- b. 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.
- c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.

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

8. Facilitation Of Investigation

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

9. Law And Place Of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

- a. The validity of this Integrity Pact shall be governed by the terms of the Bid No. towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including O&M period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.
- b. Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

EdCIL (India) Limited

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. _____

2. _____

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

End Of Section

Section-21

Name of the Bank: _____

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

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chief General Manager 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 CGM(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 ₹.....
(₹.....only) unless a demand under this guarantee is made on us in
writing on or before..... we shall be discharged from our liabilities under this
guarantee thereafter.

Dated: The Day of For

(indicate the name of bank)

Signature of Banks Authorized official

(Name)

Designation with Code No. -----

Full Address-----

Witness

1. _____

2. _____

End Of Section

Section 22

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

End Of Section