

Reply to Pre-Bid Quarries

Tender Document for - Selection of Service Provider for Examination Monitoring Unit (EMU) for Computer Based Examinations

Tender Ref. No.: EdCIL/OTAS/EMU/2025 dated 09 April 2025

S. N.	Clause No. of Bidding Document	Pg. No.	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	Reply
1	6. NIT No. EdCIL/OTAS/EMU /2025 dated 09.04.2025 Estimated value of work per Year	8	Estimated value of work per Year Rs.5 Crore (Rupees Five Crore only)	Could you please clarify the following: 1. For how many numbers of candidates this estimated value of work per year was calculated? 2. For how many numbers of exams this estimated value of work per year was calculated?	The number of candidate vary from activity to activity based on the requirement of each examination. The number of examinations in a year is approx. 30-40.
2	6. NIT No. EdCIL/OTAS/EMU /2025 dated 09.04.2025 Serial No. 12	9	Contract Duration: 01 year (extendable to 01 more year based on the bidder's satisfactory performance and EdCIL's internal requirement)	Request contract duration to be extended to 3 years and contract be extendable by 2 years	The revised contract duration may be read as below: 02 years (extendable to 01 more year based on the bidder's satisfactory performance and EdCIL's internal requirement).
3	8.2 Team Composition for Examination	15	Project Director: Location: Onsite	Request to change the location for Project Director to be Onsite/Offsite	Agreed.



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	Monitoring Unit (EMU)											
4	9.1, Serial No. 4 – Bidder’s Experience and Annexure -2 (Compliance to Pre-Qualification Criteria) Serial No. 4	16 and 33	<table border="1"> <thead> <tr> <th>Reference serial No.</th> <th>Documents required as per point 9.1</th> <th>Document required as per Annexure -2 (compliance to Pre-Qualification Criteria)</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Copies of purchase order (or agreement) of the projects to be provided or payment Receipt.</td> <td>Copies of purchase order (or agreement) of the projects to be provided or Tax invoice.</td> </tr> </tbody> </table>	Reference serial No.	Documents required as per point 9.1	Document required as per Annexure -2 (compliance to Pre-Qualification Criteria)	4	Copies of purchase order (or agreement) of the projects to be provided or payment Receipt.	Copies of purchase order (or agreement) of the projects to be provided or Tax invoice.		Request to add tax invoice in place of payment receipt in clause 9.1	The document required for clause 9.1, S.No.4 be read as below: Copies of purchase order (or agreement) of the projects to be provided or tax invoice.
Reference serial No.	Documents required as per point 9.1	Document required as per Annexure -2 (compliance to Pre-Qualification Criteria)										
4	Copies of purchase order (or agreement) of the projects to be provided or payment Receipt.	Copies of purchase order (or agreement) of the projects to be provided or Tax invoice.										
5	10.2 Marking Criteria for Technical Evaluation of Bids and Annexure 2 Compliance Sheet Technical Evaluation Score	17 – 18 and 34 - 35	<table border="1"> <thead> <tr> <th>Reference serial No.</th> <th>Documents to attach as per point 10.2 (Marking Criteria for Technical Evaluation of Bids)</th> <th>Document to attach as per Annexure -2 (Compliance Sheet Technical Evaluation Score)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Reference serial No.	Documents to attach as per point 10.2 (Marking Criteria for Technical Evaluation of Bids)	Document to attach as per Annexure -2 (Compliance Sheet Technical Evaluation Score)					<ol style="list-style-type: none"> Request to add tax invoice in place of payment receipt in clause 10.2 Could you please clarify which document is required to be submitted as proof for reference serial no. 3. Could you please clarify which document is required 	The document required for clause 10.2 S.No.1, 2 & 6 be read as below: Work Orders/ Contract/ Agreements with letter of completion from clients/ tax invoice. The document required for
Reference serial No.	Documents to attach as per point 10.2 (Marking Criteria for Technical Evaluation of Bids)	Document to attach as per Annexure -2 (Compliance Sheet Technical Evaluation Score)										

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			1	Work Orders/ Contract/Agreements with letter of completion from clients/ payment certificates along with documentary proof.	Work Orders/ Contract/ Agreements with letter of completion from clients/ Tax invoice.	to be submitted as proof for reference serial no. 6.	clause 10.2 S.No.3 be read as below: Self certificate from HR Head.
			2	Copy of work orders/ contract/ agreement with work completion certificate	Copy of work orders/ contract/ agreement with work completion certificate/ Tax invoice		
			3	Company Secretary certificate	Self-certificate from HR Head		
			6	Chartered Accountant certificate	Copy of work orders/ contract/ agreement with work completion certificate/ Tax invoice		
6	19. Terms of Payment	23	19.2.2 100% payment after completion of activities for each examination project		Atleast 25% of the anticipated During Exam and Pre exam fees should be paid before the start of exam for which work order has been issued	No change.	



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7	23. Termination	25 - 26	EdCIL may, without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.	<p>Request to add the following termination provision:</p> <p>“EdCIL, agrees that the Service Provider may terminate this contract or any particular services immediately upon written notice to EdCIL, if Service Provider reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations.”</p>	No change.
8	25. Limitation of Liability	27	Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to the bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application	<p>Underline words are requested to be added and highlighted words to be removed:</p> <p>“Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such</p>	<p>The revised clause no.25 be read as under:</p> <p>Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total</p>

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			<p>system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL to perform any of EdCIL's obligations.</p>	<p>damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value total fees paid to the bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system fraud. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL to perform any of EdCIL's obligations."</p>	<p>aggregate liability of either party under this Agreement shall not exceed the total fees paid to the bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the willful misconduct and fraud. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL to perform any of EdCIL's obligations.</p>
9	26. Settlement of Disputes	27	<p>26.1 General: If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so</p>	<p>Request to revise the clause as following (highlighted words are requested to be removed)</p> <p>"If any dispute arises between the Service Provider and EdCIL during the execution of contract</p>	No change.

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			<p>received shall be examined by EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.</p> <p>26.2 Legal Jurisdiction: All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The General Manager (OTAS) of EDCIL shall be the official by whose designation EdCIL may sue or be sued.</p>	<p>that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing, the same shall be subject to arbitration under Clause 28.”</p> <p>In the event an amicable solution is not arrived at between the parties, then the dispute resolution mechanism under the arbitration clause shall be invoked for addressing such unresolved disputes.</p>	
10	27. Integrity Pact (on a Non-Judicial Stamp paper of Rs.100/-)	27	The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (fileNo.015/VGL/091dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to	Request to provide format for Integrity Pact	The pre-contract integrity pact format is attached.



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			such a pact with EdCIL would be considered competent to participate in the bidding process.		
11	28. Arbitration Clause	27	28.1 In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Chairman & Managing Director, EdCIL (India) Limited, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act,1996.	<p>Request to revise the clause as following: (underline words are requested to be added and highlighted words to be removed)</p> <p>“In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator <u>mutually</u> appointed by <u>Bidder and Chairman & Managing Director</u>, EdCIL (India) Limited, for adjudication. Arbitration</p>	<p>The revised clause may be read as below:</p> <p>In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator mutually appointed by bidder and EdCIL for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the</p>



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				shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act,1996.”	provisions of Arbitration and Conciliation Act,1996.
12	29. Reservation of Rights	28	EdCIL reserves the right to: 29.8 Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.	This below mention part of the clause is requested to be deleted 29.8 Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.	To be decided with the successful bidder at the time of signing of contract.
13	34. Indemnity	30	It is hereby agreed by both the parties (Bidder and EdCIL) hereto that in case of any litigation by examinee(s)/candidates or Third party calling the said examination in question, Bidder unconditionally and irrevocably undertakes to hold harmless and indemnify EdCIL, its directors, officers and staff from any and all such claims / disputes / liabilities including expenses on account of fee to legal attorney expenses.	This clause is requested to be deleted	The revised indemnity clause be read as under: The Bidder shall indemnify EdCIL from and against any costs, loss, damages, expense arising or incurred inter alia during the Contract period out of: a) negligence or wrongful act or omission by the Bidder or the Bidder's Team or any



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					third party associated with Bidder in connection with or incidental to this Contract; or b) breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder. c) Any infringement of patent, trademark/ copyright arising from the use of related services or any part thereof.
14	36. Special Terms and Conditions	30	Request to add Specific additional terms and conditions	The following term is requested to be added: "Parties agree that all communication/deliverables/reports provided by bidder herein are intended for EdCIL's internal use only and not for any unauthorized sharing with third parties or reliance by third parties without bidder's written consent"	Agreed.
15	37. Service Level Agreement (SLAs)	31	1. Agency to complete the audit of all assigned activities within ten (10) days and submit a report to EdCIL	Query related to Point	The timeline mentioned in the SLA at S.No.2 is general and shall be



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	Serial No. 2		2. Agency to provide list of potential vulnerable candidate 01 week before the exam start date	<p>1. Request to add that the timeline should include only working days. Timeline for completion of audit are requested to be changed from 10 days to 15 days after getting the access to examination centers</p> <p>2. Request to add that the timeline of submission of list of potential vulnerable candidate should be based on the day of receipt of complete data from EdCIL. Data should be made available atleast 10 days before the date of submission. If the data for multiple exams is given in parallel, then timeline can be mutually decided between bidder and EdCIL.</p>	mutually decided at the time of signing of contract.
16	37. Service Level Agreement (SLAs) Serial No. 6	31	Penalty per center for non-covering of agreed center during exam review Penalty: Rs. 15,000/- per day per venue (except for venues which are added within 7 days before the start of exam)	Penalty for non-coverage of agreed sample centres during exam review should be 10% of the fees per centre quoted	The revised SLA for S.No. 6 be read as below: Penalty per center for non-



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					covering of agreed center during exam review Penalty: Rs. 12,000/- per day per venue (except for venues which are added within 7 days before the start of exam).
17	37. Service Level Agreement (SLAs)	31	Note: The maximum penalty will be limited to 20% of the value of annual rates of the relevant component/ work order and it will not be carried forward to another year/ work order. The penalty shall be recovered along with GST as per prevailing Government of India guidelines.	Request to limit the maximum penalty to 10% And it should not be carried forward to another year/work order.	No change.
18	Compliance Sheet Compliance to Pre-Qualification Criteria (Annexure 2) Serial No 5.4	34	The bidder is not blacklisted for any corrupt and fraudulent practices by Central/ State Government Departments / Public Sector Undertakings / Autonomous Bodies with regard to the works executed by it as on the day of bid submission Doc required: Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only)	Could you please confirm if Annexure -4 SELF-DECLARATION – NON-BLACKLISTING (Pg No. 38) needs to be submitted against this point?	Yes Annexure 4 need to be submitted against this point duly notarized.
19	Annexure-3	37	Letter of Undertaking	The following edit is requested in the Paragraph 1 (underlined phrase is requested to be added):	No change.

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				This bears reference to EdCIL tender no. EdCIL/OTAS/EMU/2025 dated _____. We, hereby, <u>subject to the deviations proposed,</u> accept all the terms and conditions for submitting bid as mentioned in this Tender Document.	
20	Annexure-8	42	TENDER ACCEPTANCE LETTER I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. __ to (including annexures), which forms part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.	Underline words are requested to be added in paragraph 2: 2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including annexures), which forms part of the contract agreement and I/we shall, <u>subject to the deviations proposed,</u> abide hereby by the terms/conditions /clauses contained therein.	No change.
21	Annexure-10	45	NON-DISCLOSURE AGREEMENT S. No. 2	Underlined phrases are requested to be added in the below serial numbers of annexure 10:	No change.



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			<ul style="list-style-type: none"> On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all information in a tangible form or certify to the Purchaser that it has destroyed such information as relating to the project <p>S. No. 7 This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.</p> <p>S. No. 8 Upon written demand of the Purchaser, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.</p>	<p>S.NO. 2: On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all information in a tangible form or certify to the Purchaser that it has destroyed such information as relating to the project, <u>subject to the retention of proper professional records</u></p> <p>S. No. 7 This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue <u>for a period of three (3) years from such date.</u></p> <p>S.No. 8 Upon written demand of the Purchaser, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice,</p>	



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			<p>S. No. 10</p> <p>CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.</p>	<p><u>subject to the retention of proper professional records and</u> (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.</p> <p>S. No. 10</p> <p>CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.</p> <p><u>Notwithstanding the preceding, (a) you shall be entitled to rely on such representations and warranties as may be made to you in any definitive agreement between EdCIL and you, subject to the terms and conditions of such agreement, and (b) nothing in</u></p>	



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				<u>this clause shall apply to EdCIL's liability on account of its deceit, or negligent or intentional misrepresentation, in the Confidential Information provided to you.</u>	
22	Offline and Online Bid Submission Documents (Annexure 15)	52	Online submissions: The Online bids (complete in all respect) must be uploaded online in two envelopes.	You are requested to clarify the list of documents to be submitted through Envelope 2	Envelope-2 i.e. Financial Bid to be uploaded separately and remaining all documents to be uploaded as Envelope-1 i.e. technical bid.
23	POWER OF ATTORNEY (Annexure – 20)	58		The following phrase is requested to added in paragraph two of Annexure 20: <u>This Power of Attorney shall be effective, binding, and operative till (date-Tenure of project), if not revoked earlier or as long as the said Attorney is in the service of the LLP, whichever is earlier.</u>	Agreed.



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				unconditionally subject to the deviations proposed.	
25	Additional request		Request to mention sitting place and deployment of server for analysis		EdCIL shall provide the sitting place for the EMU team and the bidder is required to provide server till it is arranged by EdCIL.

(U.S. Gaikwad)
General Manager (OTAS)

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2025, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "Buyer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Buyer proposes to setup Exam Monitoring Unit and BIDDER/Seller is willing to offer / has offered the services and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the Buyer is a PSU performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

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

Enabling the Buyer to obtain the desired said stores/equipment / item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Procurement Consultant

1.1 The Buyer undertakes that no official of the Procurement Consultant, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of BIDDERS

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the Buyer that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Procurement Consultant, or alternatively, if any relative of an officer of the Buyer has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Procurement Consultant.

4. PREVIOUS TRANSGRESSION

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

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

5. EARNEST MONEY (SECURITY MONEY)

5.1 While submitting bid, the BIDDER shall deposit an amount of Rs. _____ as Earnest Money / Security Deposit, with the Buyer through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document). 5.2 The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Procurement Consultant, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the BUYER shall not be required to assign any reason therefore.

(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 Procurement Consultant, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Procurement Consultant, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Procurement Consultant.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.3 The decision of the Buyer to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

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

8. INDEPENDENT MONITORS

8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Procurement Consultant.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____