



Short term Expression of Interest (EOI)  
for  
Selection of Partner/Original Equipment Manufacturer  
(OEM)/ System Integrator (SI)  
for  
Pre-Bid Tie-up Participation in Tender issued by  
Authorities of JHARKHAND Govt.  
For  
e-Procurement for Supply & installation of Furniture's for  
464 Schools

**EOI No.: EdCIL/EIS & EPS/PROC/JHARKHAND/2022-23/02**  
**Dated: 09-12-2022**

**EdCIL (India) Limited**

*(A Govt. of India 'Mini Ratna' Enterprises)*

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

NOIDA – 201301 (UP), INDIA

Tel: 0120-4156001-02, 4154003, 2512004-06, 0120-4310840,

FAX: 0120-2515372

This document is serially numbered from page number 01 to 67.

## **DISCLAIMER**

The information contained in this Tender document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested Parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and Particular needs of each Party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form Package of this TENDER or arising in any way for Participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the

statements contained in this TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

**INDEX**

<b>CHAPTER</b>	<b>SUBJECT</b>	<b>PAGE NO.</b>
<b>I</b>	EXPRESSION OF INTEREST (EOI)	05-07
<b>II</b>	OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS	08
<b>III</b>	TERMS OF REFERENCE AND DEFINITIONS	09-10
<b>IV</b>	INSTRUCTIONS FOR E-TENDERING	11-14
<b>V</b>	INSTRUCTIONS TO BIDDERS	15-32
<b>VI</b>	ANNEXURE-I TO ANNEXURE- XIV	33-63
<b>VII</b>	SPECIAL CONDITIONS	64
<b>VIII</b>	FINANCIAL BID	65-68

**CHAPTER-1**  
**EdCIL (INDIA) LTD**  
**(A GOVT. OF INDIA MINI RATNA ENTERPRISE)**  
**SECTOR 16A, NOIDA**

**Subject: Expression of Interest (EOI) for Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Supply & installation of Furniture for 464 Schools**

**EOI No.: EdCIL/EIS & EPS/PROC/JHARKHAND/2022-23/02**

**Dated: 09-12-2022**

1. Expression of Interest (EOI) is invited from eligible bidders for Pre-Tender Tie-up with EdCIL for “**Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Procurement for Supply & installation of Furniture for 464 Schools**”.
2. EdCIL intends to Participate in tenders issued by Govt. of Jharkhand for e-Procurement for Supply & installation of Furniture for 464 Schools as a lead bidder. This EOI is floated for Selection of Partner/s ready to work exclusively in the above said project/similar such projects for EdCIL. If the client (Authorities of Jharkhand Govt.) award the work to the EdCIL then only the work will be awarded to the successful bidder/s, on-boarded through this EOI for Pre-Tie-up tender.
3. The intended agencies/firms are required to submit online bids which is mandatory for this EOI. The prospective bidders are required to submit their bids with most competitive techno-commercial offer for the above-said work. The EOI document is available on EdCIL website ([www.edcil.co.in](http://www.edcil.co.in)) and E-Tender Wizard (<http://www.tenderwizard.com>).
4. Important Information are given below:

<b>Name of Work</b>	Expression of Interest (EOI) for Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Supply & installation of Furniture for 464 Schools
<b>Warranty</b>	Warranty period of the supplied products shall be <b>1 year (Onsite)</b> from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. <u>Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.</u>
<b>Performance Bank Guarantee</b>	<b>Performance Security Deposit at two levels (from Nationalized Bank only):</b> <b>A.</b> Successful Bidder is required to deposit 5% of the total work order value for 36 months towards the performance security after getting the letter of

	<p>intent/Work order and within 10 days of issue of Lol. The Performance Security will be returned to the bidder not later than the period of 180 days from the date of completion of project and meeting performance obligations under the contract. In the event of any contract amendment, the bidder shall, within the period of 21 days after receipt of such amendment, furnish the amendment to the Performance security, rendering the same valid for the duration of the Contract plus three months.</p> <p><b>B.</b> If required, apart from the above performance security deposit against strengthening of 84 model school the successful bidder is also required to deposit 5% of the total work order value after getting the “new work order / Separate work order” for strengthening of other residential govt schools under Smagra Siksha within 10 days of issuing of work order for 36 months towards the performance security. The Performance Security will be returned to the bidder not later than the period of 180 days from the date of completion of project and meeting performance obligations under the contract. In the event of any contract amendment, the bidder shall, within the period of 21 days after receipt of such amendment, furnish the amendment to the Performance security, rendering the same valid for the duration of the Contract plus three months.</p>
<b>Tender Type (Open/ Limited/ EO/ Auction/ Single)</b>	Open
<b>Tender Category (Services/ Goods/ works)</b>	Goods
<b>Type/Form of Contract (Work/Supply )</b>	Supply
<b>Product Category (Civil/ Interior Works)</b>	Furniture
<b>Purchaser, Place of delivery and Duration of supply.</b>	464 nos. schools in JHARKHAND State <b>90 (Ninty) Days</b> from the date of work order.
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)
<b>Date of Issue/Publish</b>	09-12-2022
<b>Last Date and Time for receipts of Bids</b>	19-12-2022 at 15:00 Hrs.
<b>Date and Time of Opening of Bids</b>	19-12-2022 at 15:30 Hrs.

<b>No. of Covers (1/2/3/4)</b>	02 (Two Packet)
<b>Bid Validity days (180/120/90/60/30)</b>	180 days (From last date of opening of tender)
<b>Address for Communication</b>	Chief General Manager (EIS & EPS) EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P.-201 301, Ph. No.: 0120-4310840
<b>Contact No.</b>	0120-2512001 to 2512006, 0120-4156001,002,4154003
<b>Email Address</b>	<a href="mailto:cgm.infracivil@edcil.co.in">cgm.infracivil@edcil.co.in</a> , <a href="mailto:eprocure@edcil.co.in">eprocure@edcil.co.in</a> <a href="mailto:mnandeesh@edcil.co.in">mnandeesh@edcil.co.in</a>

5. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page and details mentioned in the tender document. Aspiring bidders who have not get registered in e-procurement should get themselves register/enroll before Participating in e-tendering process. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
6. No manual bids shall be accepted. Bids should be submitted in the E-Tendering mode only.
7. Bidders are advised to visit the EdCIL Web site regularly for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. The Corrigendum/addendum are the Package of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document. Bidders are advised to visit EdCIL e-tender web page regularly to update themselves for any notifications for this tender.

Chief General Manager/ (EIS & EPS)  
EdCIL (India) Limited,  
18 A, Sector-16A, Noida-201 301  
Tel: +91120-4156001,0120-4154003,  
0120-2512004,05,06.

## CHAPTER- II

### Offline and Online Bid Submission Documents

#### 1. Offline Submissions:

1.1 The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

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

I. Original EMD amount in the form of Demand Draft.

II. Original copy of the power-of-attorney, wherever required.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexure during Online Bid-Submission.

#### 2. Online Submissions:

2.1 The Online bids (complete in all respect) must be uploaded online in One Envelope as explained below:

Envelope (Following documents to be provided as single PDF file) *file size shall be less than 5 MB each.			
Sl. No.	Documents	Content	File Types
1.	Technical & Financial Bid	Organization Declaration Sheet as per Annexure-I	.PDF
2.		List of organizations/ clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-VI)	.PDF
3.		Supporting documents in support of all claims made at Annexure-II, III, IV, V, VII, VIII, IX, XII, XIII, XIV, XV, XVI	.PDF
4.		Corrigendum/ Addendum are also to be signed and uploaded.	.PDF
5.		As per Financial Bid form	.PDF

**CHAPTER-III**  
**TERM OF REFERENCE & DEFINITIONS**

Supplier	"Supplier" shall mean the successful agency/ bidder, firm or corporation to whom the Purchase Order is issued for Supply & installation of Furniture for 464 Schools
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.  Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
EOI	"EOI" means the Expression of Interest received from the prospective eligible agency/firm.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a normal working day with or without extra hours to work on the designated site of the project/ work.
Client	JHARKHAND Govt.
DD	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
TENDER	" <b>TENDER</b> " means the Request for Proposals / Bid
Goods and Materials	"Goods and Materials" shall mean the articles, materials, equipment, Furniture Items, IT Equipment, supplier's drawings, data and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.
Order	"Order" shall mean the Purchase/ Work Order and its attachments and exhibits.
Purchaser	"Purchaser" shall mean <b>JHARKHAND Govt.</b> where the items are to be supplied, installed, and commissioned.
Consignee	"Consignee" shall mean Authorized Representative of EdCIL (India) Limited / Authorized representative of Client.
GST	Goods and Services Tax
EPF	Employee Provident Fund

ESI	Employees State Insurance.
MSME	Micro, Small and Medium Enterprises.
NSIC	National Small Industry Corporation.
GOI	Government of India.

## CHAPTER-IV

### INSTRUCTIONS FOR E-TENDERING

#### 1. Instruction for Online Bid Submission:

- i) 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.
- ii) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- iii) 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.
- iv) 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, if any.
- v) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website
- vi) 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](http://www.cca.gov.in)) to participate in e-Procurement of EdCIL.

- vii) It is mandatory for the bidders to get their firm / company registered with e-procurement portal of EdCIL, i.e. [www.tenderwizard.com/EDCIL](http://www.tenderwizard.com/EDCIL) to have user ID & password by submitting a non-refundable annual registration charges as follows:

Registration charges for 1 year	Rs. 2000/-
---------------------------------	------------

(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.
- viii) Tenders should be submitted only through Tender Wizard E- Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- ix) 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](mailto: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.

Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:-  
[harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com),  
[ratan.thakur@etenderwizard.com](mailto:ratan.thakur@etenderwizard.com),  
[varun.b@etenderwizard.com](mailto:varun.b@etenderwizard.com).

## 2. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- II. 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.

## 3. SUBMISSION OF BIDS

- I. 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.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the EMD as applicable through demand draft/BG of Nationalized Bank 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.
- IV. 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.
- V. The server time (which is displayed on the bidder’s dashboard) 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.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

## 4. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender

Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

Telephone/ Mobile	080-40482100/9964074577/9650520101
E-mail ID	<a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> <a href="mailto:sandeep.g@etenderwizard.com">sandeep.g@etenderwizard.com</a> <a href="mailto:varun.b@etenderwizard.com">varun.b@etenderwizard.com</a>  & cc to: <a href="mailto:eprocure@edcil.co.in">eprocure@edcil.co. in</a>

**5. MINIMUM REQUIREMENTS AT BIDDER'S END**

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

**Note:**

The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

## **CHAPTER-V** **INSTRUCTIONS TO BIDDERS**

### **1. SCOPE OF WORK:**

- i. The proposal is about the selected Agency/ies will have to supply, install and commission the furniture for 464 schools of Jharkhand State. The Agency will be responsible for smooth supply & installation of all materials at respective Schools.
- ii. The pre-delivery inspection shall be undertaken as per directions of the EdCIL/EdCIL's Client. In case of any material found not as per specifications, the same would be rejected & no claim would be accepted by EdCIL/EdCIL's Client, for any loss incurred to the bidder. The supplier has to replace the sub-standard material within seven days of written notice from the Authority as per the approved specification for no extra cost. No liability shall be accepted by EdCIL in this regard.
- iii. The successful bidder shall not sub-let the supply order or the Package of it, for any other supplier without prior approval of EdCIL.
- iv. In case of any dispute regarding specifications, the decision of the EdCIL/EdCIL's Client shall be final.

2. **Due date:** The EOI has to be submitted before the due date & time as mentioned in the EOI or any later notification.

3. **Preparation of EOI:** The offer/ EOI shall be submitted in **Two packet system (i.e.) Technical cum Financial** EOI. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise rate for the items mentioned in the technical bid in the given PDF format.

### **4. Bid Security (Earnest Money Deposit)**

The bidders shall sign a Bid Security Declaration (as per format given in EOI / Client's tender document) accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the EOI document. The Performa for bid security is attached at Annexure-XIV.

### **5. Acceptance/ Rejection of EOI:**

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

## 6. BID EVALUATION

Evaluation criteria will be based on evaluation of the bidder meeting the Pre - qualification i.e. technical bid and subsequently evaluation of financial bids (only of those bidders who qualify the technical criteria) based on Lowest cost.

## 7. Pre-Qualification Criteria:

SI.	PQ CRITERIA	Supporting Documents required
I.	The bidder must be a Company/Ltd. Or Pvt. Ltd./LLP/Partnership/Proprietorship registered with Statutory Proprietary Authorities in India for the last five years from the date of EOI.	Copy of certificate of incorporation/ any other legally valid supporting document
II.	Only authorized dealer/ agency of Original Equipment Manufacturer (OEM) or any company having minimum 5 years of experience in execution of such supplies and installation should apply against this invitation for tender. The bidder, offering to the supply of items under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate preferably as per format at <b>Annexure XI. Bids submitted without authorization certificate will be summarily rejected. Authorization certificate from OEM is essential for supply under scope of work.</b>	Latest Authorization letter from OEM to the Bidder authorizing him to do business on OEM's behalf for supplies and services mentioned in this tender, as associate or authorized business Partner, for OEM's Manufactured Items. In case of OEM Participating as a bidder, a power of attorney issued by the company's Director/ Board of Directors in favour of the authorized signatory for this tender to be submitted along with the bid.
III.	The <b>total annual turnover</b> of the bidder firm should be minimum of <b>Rs. 18 Crores</b> (Rs. Eighteen Crores only) during the last three financial years (2018-2019, 2019-20 & 2020-21). The agency should have positive net-worth for all 3 years.	Certificate from the Chartered Accountant or a duly self attested by the bidder's authorized signatory. Copy of audited balance sheets/P&L Accounts for the relevant years.
IV.	Authorized agency/ OEM must have successfully executed (during the last five completed financial year (2017-18, 2018-19, 2019-20, 2020-21,2021-22) at least one	Copies of work orders and completion/ Installation certificates. In case of non-availability of completion, final bill copy

	<p>or more supply, installation of furniture from start to finish of the following:</p> <p>One single order of Supply and Installation of furniture having value of <b>Rs 4.8 Crore (Rs. Four point eight Crore)</b>          (OR)</p> <p>Two orders of Supply and Installation of Furniture having value of <b>Rs. 3.6 Crore (Rs. Three point six Crore)</b>          (OR)</p> <p>Three orders of Supply and Installation of Furniture having value of <b>Rs. 2.4 Crore (Rs. Two point four Crore)</b></p>	<p>submitted by the bidder to the client can be submitted as proof of completion of work/ Installation.</p>
<b>V.</b>	<p>At Least One Order of value of <b>Rs. 2.4 Crore (Rs. Two point four Crore)</b> should be for Supply and Installation of Furniture to Central Govt./ State Govt./ PSU's/ Autonomous bodies/ Govt. Premier Institutions such as IIT's/ NIT's/ IIIT's/ Central Universities/ Govt. Institutions/ Government schools etc. <b>during last five years.</b></p>	<p>Copies of work orders and completion/ Installation certificates. In case of non-availability of completion, final bill copy submitted by the bidder to the client can be submitted as proof of completion of work/ Installation.</p>
<b>VI</b>	<p>The Bidder / OEM must possess following Valid Certificates: ISO 9001-2015, ISO 14001-2015, &amp; ISO 50001:2011 GREEN PRO certificate for product category &amp; IGBC Compliance &amp; AIOTA for Educational Furniture.</p>	<p>Copy of certificates</p>

Notwithstanding anything stated above, the Consignee/ EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the work by EdCIL/ EdCIL's Client.

**Preference to Make In India products (For bids < 200 Crores):**

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is required to be denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

**8. Performance Security:**

The successful bidder shall issue undertaking on a **Non-Judicial Stamp Paper** to submit back-to-back PBG (Nationalised Bank) as submitted by EdCIL to the end client in case of award of work to EdCIL. The Performance Security amount shall be @5% of the bid amount finalized by EdCIL for 36 months.

**Performance Security Deposit at two levels:**

**A.** Successful Bidder is required to deposit 5% of the total work order value for 36 months towards the performance security after getting the letter of intent/Work order and within 10 days of issue of Lol. The Performance Security will be returned to the bidder not later than the period of 180 days from the date of completion of project and meeting performance obligations under the contract. In the event of any contract amendment, the bidder shall, within the period of 21 days after receipt of such amendment, furnish the amendment to the Performance security, rendering the same valid for the duration of the Contract plus three months.

**B.** If required, apart from the above performance security deposit against strengthening of 84 model school the successful bidder is also required to deposit 5% of the total work order value after getting the “new work order / Separate work order” for strengthening of other residential govt schools under Smagra Siksha within 10 days of issuing of work order for 36 months towards the performance security. The Performance Security will be returned to the bidder not later than the period of 180 days from the date of completion of project and meeting performance obligations under the contract. In the event of any contract amendment, the bidder shall, within the period of 21 days after receipt of such amendment, furnish the amendment to the Performance security, rendering the same valid for the duration of the Contract plus three months.

**9. Delivery Schedule:**

The delivery & installation of all the items specified in the BOQ should be completed within **90 days** of issuance of Work order. The bidder to ensure timely supply of the material to each of the School as specified above. In case of failure, the liquidated damages shall be imposed and the same shall be recovered from the bills/dues.

In case of any delay beyond the purview of the bidder the same to be brought to the notice of EdCIL in writing. Such request would be made by the bidder before the last date of supply. EdCIL resolves the right to accept/reject the request with/without liquidated damages.

**10. Payment Terms:**

a) 80% of payment will be made against delivery& Installation of furniture duly signed by the relevant authority.

- b) 20% of payment will be made against the submission of satisfactory Certificate of warranty services for three months from the date of installation.
- c) All remittance charges will be borne by the bidder.
- d) Payment will be made after deductions TDS/Taxes as per provision.

**11. Warranty:**

- a) The bidder shall provide a warranty for one (1) years from the date of last installation.
- b) The Supplier should, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in Package, the Supplier should at its discretion make such changes, modifications, and/or additions to the Goods or any Package thereof as shall be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- c) The warranty should be comprehensive on site with responsibility of the agency to ensure attending the warranty queries/issues received from JHARKHAND. Supplier should give written information (about the Engineers/ technical representative name and cell numbers) before handing over of the Goods to the Consignee and to the end client's nominated representative/s to attend the issues related to the warranty of the goods supplied under the contract.
- d) The Consignee should promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier should immediately within 15 days arrange to repair or replace the defective goods or Packages thereof free of cost at the ultimate destination. The Supplier should take over the replaced Packages/goods at the time of their replacement. No claim whatsoever should lie on the Consignee for the replaced Packages/goods thereafter. The period for correction of defects in the warranty period is 15 days.
- e) If the Seller fails to complete service/ rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
- f) Respective department/Consignee/EdCIL may lodge complaints by any mode i.e. phone, e-Mail, fax. Successful bidder shall provide a complaint/ ticket number for each complaint and resolve the problem. Log of all complaints and its resolving time shall be maintained by the successful

bidder.

**g) Availability of Service Centers:**

Bidder/OEM must have a Functional Service Centre in the State of Jharkhand in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder/ OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**h) Dedicated /toll Free Telephone No. for Service Support:**

BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**i) Escalation Matrix for Service Support:**

Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**j) Company /Bidder should have local office in Jharkhand for prompt after sales services and provide valid shop and establishment certificate.**

**12. Responsibilities of Purchaser / EdCIL:**

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The agencies shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

**13. Recoveries from Supplier / Selected Bidder:**

- a) Recovery of liquidated damages, damages/penalties, short supply, breakage, rejected articles/items shall be made ordinarily from bills. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damages or for rejected articles unless these are replaced satisfactorily.
- b) In case of failure to withhold or deduct any amount, it shall be recovered from his dues and PBG available with EdCIL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**14. Cost of preparation of Bids:**

The bidder shall be solely responsible for the cost of preparation and submitting the bid. Also, the bidder should include the cost of all expenditure

for preparation of bid and no payment shall be made whatsoever.

**15. Risk Purchase Clause:**

In the event of failure of supply of the items/ goods within the stipulated delivery schedule, the consignee has all the right to purchase the items/ goods from the other source on the total risk of the supplier under risk purchase clause. The decision of EdCIL shall be final and binding to the successful bidder. In case of risk coverage, PBG or any bill value due if any on date shall be recovered for completing the supply and installations. No claim on whatsoever grounds shall be entertained by EdCIL.

**16. Packing Instructions:** Each package will be marked on three sides with proper paint/ indelible ink, the following:

- i. Item Nomenclature
- ii. Order/Contract No.
- iii. Country of Origin of Goods
- iv. Supplier's Name and Address
- v. Consignee details
- vi. Packing list reference number
- vii. All packing should be strong enough to withstand rough handling during loading, unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc. All delicate surfaces of items/ goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.
- viii. Attachments and spare Packages and all small pieces should be packed with adequate protections and wherever possible should be sent along with the major items. Each item should be tagged so as to identify it with the main item and Package number and reference number should be indicated.
- ix. All protection and threaded fittings should be suitably protected and covers should block the openings.

**17. Unloading and Unpacking:**

Unless specified otherwise in the purchase order, Unloading and storage of the same at the designated place should be undertaken by the supplier. The Unpacking of the materials should also be arranged by Supplier.

**18. Delivery Documents:**

Till the consignee takes over/ receives the items/ goods, the supplier should be responsible for transportation and to keep the same in safe custody and the charges (if any) to be borne by the supplier. The supplier should mail the following documents to the consignee:

1. 3 Copies of the Supplier invoice showing contract number, goods 'description, quantity unit rate, total amount;
2. Acknowledgment of receipt of goods from the consignee(s) by the transporter;
3. Manufacturer's/ Supplier's warranty certificate, wherever applicable;

The above documents should be received by the Consignee before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any

consequent expenses.

**19. Delayed Delivery:**

- i. If the delivery is not made within the due date for any reason under the control of the successful bidder, the EdCIL reserves the right to impose Liquidated damages (LD) as per the below criteria.

S.No.	Description	LD charges (%)
1	Delay in installation Upto 22 days	2.5
2	Delay in installation from 23 to 45 days	5.0
3	Delay in installation from 46 to 67 days	7.5
4	Delay in installation more than 67 days	10.0

- ii. In case of any condition beyond the control of supplier, the supplier should request the EdCIL to extend the time limit. This request shall be entertained before the due date of supply only. The EdCIL reserves the right to extend the supply period with/without LD or to reject the application on insufficient grounds.

**20. Inspection and Tests:**

Testing charges shall be borne by the Purchaser. In case, urgent testing is desired to be arranged by the supplier/ bidder/ selected bidder or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the supplier/ bidder/ selected bidder.

- i. EdCIL reserves the right to inspect the goods and equipment before shipment at supplier's plant/ warehouse to check whether the goods/ equipment are in conformity with the technical specifications as mentioned in tender BOQ.
- ii. The acceptance test (if required) will be conducted by the Consignee, their consultant or other such person nominated by the Consignee at its option after the item is delivered/ installed at consignee's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There should not be any additional charges for carrying out acceptance test. No malfunction, Partial or complete failure of any Package of the item is expected to occur. The Supplier should maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Consignee, the successful completion of the test specified.
- iii. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and to clear the acceptance test, failing which the Consignee reserve the right to get the item replaced by the Supplier at no extra cost to the Consignee.

- iv. Successful conduct and conclusion of the acceptance test for the installed goods and item should also be the responsibility and at the cost of the Supplier.

**21. Rates:**

- i. The rate should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/ bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite rate of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- ii. The rates must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package rate must be mentioned in Financial Bid only. Discount or any other offers affecting the Package rate mentioned at any other place of the bid other than Financial Bid will not be considered.

**22. Notices:** For the purpose of all notices, the following should be the address :

**Consignee:**

**The Project Manager,**  
EdCIL India Ltd., Camp office,  
JHARKHAND,  
On Behalf of  
EdCIL (India) Limited,  
18 A, Sector-16A,  
Noida-201 301  
Tel: 91-120-2512001 to 2512006

**Supplier:** (To be filled in by the supplier)

**23. Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant should be as follows:

- i. In case of Dispute or difference arising between the Consignee and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- ii. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all Parties to this order.

- iii. In the case of a dispute between the consignee and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- iv. The venue of the arbitration should be the place from where the order is issued.

#### **24. Right to Use Defective Goods**

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

#### **25. Supplier Integrity**

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

#### **26. Training and demonstration (If applicable)**

The Supplier is required to provide training to the designated Consignee's technical and end user personnel to enable them to effectively operate the total item.

The supplier is required to undertake the demonstration of the items within 15 days of the arrival of materials at School.

**27. Insurance**

- I. The Supplier should make all arrangements towards safe and complete delivery at School. Such responsibility on Package of the supplier will include taking necessary transit insurance and erection policy, freight, octroi, state level permits etc. as applicable on the items of this tender.
- II. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to School.
- III. The transportation of goods through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant.
- IV. The supplier will keep EdCIL informed about various stages of deliveries & installation.

**28. Incidental Services: The incidental services also include:**

- I. Furnishing of 01 set of detailed operations & maintenance manual (if applicable).
- II. Arranging the shifting/moving of the item to their location of final installation at the cost of Supplier through their Indian representatives.

**29. Force Majeure:**

The Supplier should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**30. Governing Language**

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties,

should be written in the same language.

**31. Applicable Law**

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction.

**32. Notices**

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

**33. Taxes**

Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee/ School. EdCIL shall not make any payment towards any taxes or any other incidental charges payable by the supplier for supply of material up to the place of delivery.

**34. User list:** Brochure/ documents in printed form duly signed and stamped detailing technical specifications and performance, list of industrial and educational establishments where the items have been supplied must be provided.

**35. Manuals and Drawings**

- I. At the time of goods and items are taken over by the Consignee/ client, the Supplier should provide the operation and maintenance manuals. These should be in such details as will enable the Consignee to operate, maintain, adjust and repair all Packages of the works as stated in the specifications.
- II. The Manuals should be in English language in such form and numbers as stated in the contract.
- III. Unless and otherwise agreed, the goods/ items should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Consignee/Client.

**36. Application Specialist:** The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.

**37. Site Preparation:**

- I. The supplier should visit the schools and see the site where the items is to be installed and should offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.
- II. The supplier should inform to the Consignee/Client about the site preparation, if any, needed for the installation of items, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the items, which the Institute should arrange before the arrival of the items to ensure its timely installation and smooth operation thereafter.
- III. School shall be providing electricity for installation of items. However, bidder is advised to make own arrangement/ DG set to avoid any delay.

**38. Spare Packages**

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

- I. Such spare Packages as the Consignee/Client should elect to purchase from the Supplier, providing that this selection should not relieve the Supplier of any warranty obligations under the Contract; and
- II. In the event of termination of production of the spare Packages:  
Advance notification to the Consignee/Client of the pending termination, in sufficient time to permit the Consignee to procure needed requirements; and following such termination, furnishing at no cost to the Consignee/Client, the blueprints, drawings and specifications of the spare Packages, if requested.
- III. Supplier should carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare Packages and components should be supplied as promptly as possible but, in any case, within six months of placement of order.
- IV. The supplier shall ensure that adequate regular supply of spare parts needed for the goods supplied and installed.

**39. Defective supply of items**

- I. If any of the items supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the

right to reject the items or its Package. The rates of such items should be refunded by the Tenderer with 18% interest if such payments for such items have already been made.

- II. All damaged or unapproved goods should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective Package in items, if found before installation and/or during warranty period, should be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL INDIA LTD should consider "Banning" the supplier.

#### 40. Termination for Default

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

- I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Consignee; or
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- IV. For the purpose of this Clause:
  - **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
  - In the event the Consignee terminates the Contract in whole or in Package, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

41. **Disputes and Jurisdiction:** Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.
42. **Compliance:** The bidder to comply with the technical specifications as given in the BOQ.
43. **Award of Contract:**
- I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
  - II. EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified in Clause: 6 of Chapter: V are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in Clause: 6 are no longer met by the Bidder whose offer has been determined as first rank.
44. **Price Bid Understanding**  
EdCIL reserves its right to call for price break-up of any or each of item mentioned in BoQ of offer by bidder. This will help to understand the quote and to make EdCIL's offer competitive.
45. **Rates in Figures and Words:**
- Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- In the case of any tender where unit rate of any item/items appear unrealistic, such tender / item(s) will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender/ item(s) is liable to be disqualified and rejected.
46. **Certifications:** For furniture items, the bidder/ OEM should comply with the ISO

9001-2015, ISO 1 4001-2015, ISO 50001: 2011, GREEN PRO certificate for product category & IGBC Compliance, AIOTA for Educational Furniture.

47. **Acknowledgement:** It is hereby acknowledged that bidders have gone through all the conditions mentioned above and bidders agree to abide by them.

48. **Submission of forged documents**

Bidders should note that EdCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the EOI/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 two years.

49. The bidder must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, EOI 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.

50. **Restrictions on procurement from a bidder of a country which shares a land border with India**

Bidders shall submit the following certificate for sourcing products and services in tender

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries "

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

51. **Guidelines for eligibility of a Bidder from a country which shares a land border with India:**

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:-

1. Any bidder from a country which shares a land border with India will be

eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, Participating in a procurement process.
3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:-
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii. In case of a Partnership firm, the beneficial owner is the natural person) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the Partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**52. Repeat /Add-On Order**

- i. In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% 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.

## CHAPTER VI

## ANNEXURE-I

### << Bidder's Organization Letter Head >>

### DECLARATION SHEET

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

This is certified that our organization has been authorized (Copy attached) by the OEM to Participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The rates quoted in the financial bids are subsidized due to academic discount given to EdCIL INDIA LTD.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer/ Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
8. Valid EPF Registration Certificate.	
9. Valid ESIC Registration Certificate.	
(In case of on-line payment of Tender Fees) 10 UTR No. (For Tender Fee)	

(In case of on-line payment of EMD) 11UTR No. (For EMD)	
12 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
C) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	
13. MSME Status	

**(Signature of the Tenderer)**

**Name:** \_\_\_\_\_

**Seal of the Company**

**Annexure II**

**LETTER OF UNDERTAKING**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

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

**SUBJECT- Expression of Interest (EOI) for Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Supply & installation of Furniture for 464 Schools**

Sir,

This bears reference to EdCIL NIT No. **EdCIL/EIS & EPS/PROC/JHARKHAND/2022-23/02** Dated 09-12-2022. 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 \_\_\_/\_\_\_/2022 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder\_\_\_\_\_

Authorized Signatory\_\_\_\_\_

Seal of the Organization\_\_\_\_\_

Date:

Place:

**ANNEXURE III**

**UNDERTAKING**

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).*

**ANNEXURE IV**

**Annual Turn Over: -**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turn over</b>
1.	2018-19	
2.	2019-20	
3.	2020-21	
	<b>Total turnover of past three F.Y.</b>	

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

**ANNEXURE-V**
**Details of Projects Completed During Last 5 years**
**Name of the Firm:**

S. No.	Name of the Projects	Order No. & Date	Description & Quantity of ordered items	Value of Order	Date of Start	Scheduled Date of Completion	Actual Date of Completion	Reason for Delay, if any
1.								
2.								
3.								
4.								
5.								
6.								
7.								

**Signature with Seal**

**ANNEXURE-VI**

**List of Order executed for Govt. Organization/ Department/ University/ Govt. Schools:**

<b>List of Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)</b>			
<b>Name of the organization</b>	<b>Year of Procurement</b>	<b>Total Value</b>	<b>Name of Client's Contact Person and other details</b>

**Signature of Bidder**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Contact No. :** \_\_\_\_\_

**ANNEXURE-VII**

**POWER OF ATTORNEY**

Know all men by these presents, we..... (name of firm and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2022.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

**ANNEXURE-VIII**

**LETTER OF BID SUBMISSION**

To,

**Chief General Manager,  
EIS & EPS  
EdCIL (India) Limited,  
Ed.CIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P)**

**SUBJECT-EXPRESSION OF INTEREST (EOI) FOR SELECTION OF PARTNER/ORIGINAL EQUIPMENT MANUFACTURER (OEM)/ SYSTEM INTEGRATOR (SI) FOR PRE-BID TIE-UP PARTICIPATION IN TENDER ISSUED BY AUTHORITIES OF JHARKHAND GOVT. FOR SUPPLY & INSTALLATION OF FURNITURE FOR 464 SCHOOLS**

***-Submission of Bid -***

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed form \_\_\_\_\_ and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

<b>S. No.</b>	<b>Name of Work</b>	<b>Certificate From</b>

4. Earnest Money Deposit amounting to Rs. ----- in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.

Enclosures:

Date of Submission :

**ANNEXURE – IX**

Name of the Bank: \_\_\_\_\_

To

EdCIL (India) Limited, Noida

**PERFORMANCE BANK GUARANTEE FORMAT**

In consideration of the Chairman and Managing Director, EdCIL acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called “**EdCIL (India) Limited**”) 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) Limited an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) on demand by the EdCIL (India) Limited.
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) Limited through the CGM, EdCIL (India) Limited 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) Limited 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) Limited 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.
  - a. 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) Limited 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) Limited 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) Limited 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) Limited 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) Limited If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the EdCIL (India) Limited the full amount of guarantee on demand and without demur.

6. We \_\_\_\_\_ ( indicate the name of Bank ) further agree with the EdCIL (India) Limited that the EdCIL (India) Limited 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 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 Package of the EdCIL (India) Limited or any indulgence by the EdCIL (India) Limited 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) Limited in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Limited Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is

made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:            the            Day of            For

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)\_\_\_\_\_

Designation with Code No. -----

1 Full Address-----

2.

**ANNEXURE-X**

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of .... 2022, 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 Package

**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 Package.

WHEREAS the EdCIL proposes to procure services towards “Expression of Interest (EOI) for Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Supply & installation of Furniture for 464 Schools” for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document no. .... / 2022 Dated ..... 2022.

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. .... dated .....2022 at a competitive rate 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

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any Particular BIDDER which could afford an advantage to that Particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

## 3. Commitments of Bidders

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third Party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other Parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as Package of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

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

#### 4. **PREVIOUS TRANSGRESSION**

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

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

#### 5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. .... as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

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

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

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

#### 6. **SANCTIONS FOR VIOLATIONS**

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings

- with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from Participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
  - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code,

1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 7.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to Participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

## **8. FACILITATION OF INVESTIGATION**

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

9. **LAW AND PLACE OF JURISDICTION**

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

10. **OTHER LEGAL ACTIONS**

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

11. **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the NIT No. **EdCIL/EIS & EPS/PROC/JHARKHAND/2022-23/02 dated 09-12-2022** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

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

12. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

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

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness:

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

3. \_\_\_\_\_

Witness

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

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

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

**ANNEXURE XI**

**MANUFACTURER AUTHORIZATION FORM**

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturer of \_\_\_\_\_ (*name and description of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) with factory registration no. ----- do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty as per the Conditions of Contracts, for the goods and services offered for supply by the above firm against this Invitation for Bid. We further certify that we shall support vendor with all related spares and maintenance during the entire contract period including the period of warranty/AMC.

Yours faithfully,

(Name): \_\_\_\_\_

(Name of manufacturers): \_\_\_\_\_

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

**Annexure XII**

**CONTRACT FORM**

**THIS AGREEMENT** made the ..... day of ..... 2022 between ..... (Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of **JHARKHAND GOVT.** of the one part and ..... (Name & address of Supplier) ..... (Hereinafter called "the Supplier") of the other Part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as Package of this Agreement, viz.,
  - [a] The Rate Schedule submitted by the Bidder;
  - [b] The Schedule of Requirements;
  - [c] The Terms & Conditions
  - [d] The Consignee's Notification of Award/ Purchase Order
3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract rates or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

IN WITNESS where of the Parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Consignee)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of .....

**ANNEXURE – XIII**

**Format of Memorandum of Understanding**

This Memorandum of Understanding (MoU) is made on \_\_\_\_\_ the day of \_\_\_\_\_ at New Delhi by and between:

M/s EdCIL India Limited, hereinafter referred to as “EdCIL”, which expression shall include its successors and its permitted assigns, of one Package.

**AND**

M/s (vendor name), registered under the Indian Companies Act 1956/2013 (whichever is applicable), with its registered office at-----, hereinafter referred to as “-----”, which expression shall include its successors and permitted assigns, of the other Package.

“EdCIL” and “\_\_\_\_\_” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS EdCIL, a Government of India Enterprise under the Ministry of Education, is a leading company in Education Department and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

**WHEREAS** \_\_\_\_\_ (vendor name) is in the business of \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_ (Client Name) (herein after called “”) issued TENDER No. \_\_\_\_\_ dated \_\_\_\_\_ for ‘\_\_\_\_\_’, hereinafter referred to as “\_(Client Name) tender” / “Work”/ “Project”.

**WHEREAS** EDCIL published EOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as EdCIL EOI) for selection of back-end Partner for \_\_\_\_\_ (Client Name) tender.

**AND WHEREAS** \_\_\_\_\_ (Vendor Name) submitted their offer and pursuant to the same was selected by E as back-end Partner for \_\_\_\_\_ (Client Name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that EDCIL shall act as the bidder (lead bidder) and \_\_\_\_\_ (vendor name) (Partner for \_\_\_\_\_) for Participating in the \_\_\_\_\_ (client name) Tender.  
\*Please note that the term “Lead bidder” shall be mentioned only when EDCIL shall bid in consortium with backend Partner.
2. \_\_\_\_\_ (vendor name) shall not Participate directly in \_\_\_\_\_ (client name) Tender and shall not quote rates to any other Party Participating/pre-qualified for (client name)

Tender directly or indirectly through its subsidiary, Partnership, ownership, individual firm etc.

3. On award of the work of the\_\_\_\_(client name) Tender to EDCIL, EDCIL will enter into a detailed agreement with (vendor name) based on the terms & conditions of this MoU, EDCIL EOI and \_\_\_\_\_(client name) Tender.
4. The term of this MoU shall be for Two (02) months (“Term”) from the date of signing of this MoU (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of EDCIL EOI & (Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
5. After mutual consultation, a joint team consisting of representatives of the Parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the (Client name) Tender/Work/Project.
6. EDCIL and (vendor name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of (client name) Tender/Work/Project (as per scope of EDCIL EOI & (Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. EDCIL and (vendor name) for their respective work. EDCIL will not reimburse any such expenses to (vendor name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation-of liability, advance payment & termination, will apply on back-to-back basis between EDCIL and (vendor name), for their respective Package/scope of work. However, if (vendor name) fails to fulfill its Package of the work to the satisfaction of EDCIL, then EDCIL shall have the right to terminate the contract with (vendor name) and get the same executed Departmentally or by other agencies at the risk and cost of (vendor name).
9. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the Parties in respect of (Client name) Tender/ Works / Projects, the (vendor name) understands, agrees and undertakes that:
  - a) \_\_\_\_\_(vendor name) Participated in EdCIL EOI and that all terms & conditions of the EdCIL EOI shall apply to \_\_\_\_\_(vendor name).
  - b) Prices quoted by (vendor name) shall remain firm and fixed till the execution of the Tender.

- c) The payments terms between EdCIL &\_\_\_\_(vendor name) are on back to back basis and the payment shall be released to \_\_\_\_ (vendor name) by EDCIL only if and when received by EDCIL from\_\_\_\_\_(Client name) and subject to submission of complete documents and invoices etc. by it.
- d) \_\_ (vendor name) 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\_\_\_\_\_(Client name). EDCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by\_\_\_\_(Client name).
- e) the (day) date of delivery of goods and/or rendering of services by the (vendor name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
- f) if in the instant contract,\_(vendor name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of\_\_\_\_\_ (client name) Tender, the\_\_\_\_\_(vendor name) agrees to forgo its rights under this Act and Policy.
- g) \_\_\_\_\_(vendor name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by (vendor name). Further (vendor name) hereby agrees that EDCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s).\_\_(vendor name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from EDCIL against invoices.
- h) Any deductions by the\_\_\_\_\_ (Client name) towards LD/penalties/contingencies shall be borne by\_\_ (vendor name) in terms of EDCIL EOI.
- i) At any given point of time,\_\_\_\_\_(vendor name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of EDCIL.
- j) On award of work of the Tender/Work/Project,\_(vendor name) shall provide its GeM Seller id to EDCIL (not applicable for “works” contract or non-Indian vendor).

- k) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the Package of the \_\_\_\_\_ (vendor name), EDCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of BG / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
10. EDCIL and\_ (vendor name) agree to keep confidential all information shared with each other and disclose to third Party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
11. Any sum of money (including refundable security deposit) due and payable to the \_\_\_\_\_ (vendor name), 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.
12. Nothing in this MoU shall constitute, create or give effect or recognize a JV, Partnership or business entity of any kind.
13. This MoU shall be construed and governed by the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
14. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the Parties in the spirit of understanding and cooperation.
15. All disputes or differences whatsoever arising among the Parties under and/or in connection with and/or in respect of this MoU 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.
- \*Please Note that in case of agreement/MoU with Government Organisation, the following clause shall be applicable:  
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.  
Any Party aggrieved with the decision of the committee at the 1st 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.

16. During its Term, this MOU will be terminated in the event of
  - a. Client withdrawing the Tender provided it does not create any financial obligation on EDCIL.
  - b. Tender not awarded to EDCIL
  - c. Mutual agreement between the “Parties”
  - d. As per EDCIL EOI
17. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
18. By signing this MoU, the “Parties” acknowledge that it correctly records the understanding they have reached with regard to the Project.
19. EOI document, technical / financial bid, any further negotiations, all correspondences with or from \_\_\_\_\_ (vendor name) till EOI finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each Party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

**(For Telecommunications (For \_\_\_\_\_ Private Limited))**

Signature:  
Name:  
Designation:  
Date:  
Witness:

Signature:  
Name:  
Designation:  
Date:  
Witness:

**Annexure XIV**

**Bid Security Declaration**

To,

.....  
.....

**Ref: Our Bid No. -----dtd.**

I/We, ..... irrevocably declare as under:

I/We understand that, as per Clause ..... of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three Years from the date of disqualification as may be notified by you (without prejudice to JHARKHAND rights to claim damages or any other legal recourse) if,

- 1) I am/We are in a breach of any of the obligations under the bid conditions.
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of : -----(complete name of Bidder)

Dated on-----day of -----month-----year.

(Note: In case of a Joint venture, the Bid Security Declaration must be in the name of all Packagers to the Joint Venture that submits the bid).

**ANNEXURE XV**

***UNDERTAKING***

This is to confirm that we M/s \_\_\_\_\_ (give full address) will submit the back to back PBG (Performance Bank Guarantee) to EdCIL of equal amount as EdCIL will submit to its client for equal duration in case of award of work to us.

Authorized Signatory

**ANNEXURE XVI**

***UNDERTAKING***

This is to confirm that we M/s \_\_\_\_\_ (give full address) will establish a service center in Jharkhand state with in 30 days of award of work and submit its documentary proof to EdCIL, in case of award of work by EdCIL to us.

Authorized Signatory

---

**CHAPTER VII**  
**SPECIAL CONDITIONS**

- 1) Bidder has to establish Service Center at Jharkhand within 30days from the date of issue of Work order.
- 2) The bidder has to submit the sample of 1 (One) complete set confirming to specifications. The sample has to be delivered at Jharkhand. The Exact location will be shared by EdCIL later as per requirements.
- 3) EdCIL may use the Credentials / Certificates etc. of the successful bidder to participate only in the Tender for which this EOI has been called for.

## **CHAPTER-VII**

### **FINANCIAL BID**

#### **Instructions to Bidders**

1. Financial Bid shall be submitted with full price details.

Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document.

2. The Bidder should quote for all the items listed in BOQ.
3. The rate shall be inclusive of all charges including octroi, transportation (as per the location), packing, loading and unloading (at designated location), Insurance etc. and nothing shall be paid extra.
4. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. Price should be firm for any positive or negative variation in quantities up to 50%.
5. Price bid has to be filled online on EdCIL's E-tendering Portal. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

## Proforma for Financial Bid (to be filled online in Excel sheet)

With respect to the EOI dated \_\_\_\_ and after studying given specifications & all other conditions of the bid document etc., we hereby submit our financial bid as under:

S.No.	Particulars	Price (Inclusive of all taxes) (Rs.) (both in figures & words)
1.	<b>Furniture Items as per BoQ in Excel Sheet</b>	Rs.....  (Rupees .....in words)

Note:

I.	<i>Price quoted in the financial Bid shall include all the cost involved including all duties and sales, service and other taxes (GST) already paid or payable, packing, handling, transportation, installation, Training, warrantee for 1 year all other sundry expenses (foreseen or unforeseen). The price quoted by the Bidder shall be fixed for the entire period of contract and no price variation is allowed on any account.</i>
II.	<i>Discount or any other offers affecting the package price must be mentioned here only and shall not be considered if mentioned at any other place of the bid.</i>
III.	<i>In case of discrepancy between unit price and total amount, the unit price shall prevail.</i>
IV.	<i>Financial Bid should only indicate prices without any condition or qualification whatsoever</i>
V.	<i>Bids shall be evaluated based on total amount without GST.</i>
VI.	<i>The Bidder quoting for the above items then the bidder has to comply with all the specification as prescribed in the BOQ.</i>

Date:

Place:

**FINANCIAL BID SUBMISSION FORM**

To:

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

Dated: \_\_\_/\_\_\_/2022

Dear Sir,

We, the undersigned, offer to provide “Expression of Interest (EOI) for Selection of Partner/Original Equipment Manufacturer (OEM)/ System Integrator (SI) for Pre-Bid Tie-up Participation in Tender issued by Authorities of Jharkhand Govt. for Supply & installation of Furniture for 464 Schools”. In accordance with your request for proposal dated \_\_\_/\_\_\_/2022.

Our attached Financial Bid is for the amount of \_\_\_\_\_ [Indicate the corresponding to the amount(s), currency(ies) {Insert amount(s) in words and figures}].

Please note that all amounts shall be the same as in Price Bid. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

Yours sincerely,

Authorized Signature {In full and initials}:  
Name and Title of Signatory:  
In the capacity of:  
Address:  
E-mail: