

# **TENDER DOCUMENT**

**Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution**

**(Short Term Open e-Tender)**



**Corporate Office:**

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

**Regd. Office:**

5<sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001

**NIT No- EdCIL/CCTV & GPS/2022**

**Dated: 06.01.2023**

## **DISCLAIMER**

The information contained in this Request for Proposal document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this 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 Company 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 Company in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this 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 Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 part of this TENDER or arising in any way for participation in this BID Stage.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

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

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

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**Notice Inviting Tender**  
**(e-Tendering mode)**  
**EdCIL (INDIA) LTD**  
**(A Govt. of India Mini Ratna Enterprise)**  
**18A, Sector-16A, Noida**

**N.I.T. No.: EdCIL/CCTV & GPS/2022**

**Date – 06.01.2023**

Short Term E-Tender response invited from experienced agencies on rate contract basis for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution for the upcoming examination of one of our prospective client.

- A. Artificial Intelligence based Live CCTV surveillance service at Strong rooms.
- B. Physical Audit of Exam centres and Live CCTV Surveillance service during Examinations.
- C. GPS tracking Logistical solution.

**Important Schedule & Dates**

S. No.	Name of work	Empanelment of Agencies to provide AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution on rate contract basis
1.	<b>Tender Document issued by</b>	EdCIL (India) Limited, Noida
2.	<b>Authorized Officer for Clarifications</b>	General Manager (OTAS), EdCIL
3.	<b>Date of Issue/Publishing</b>	06.01.2023
4.	<b>Document Download Start Date</b>	06.01.2023
5.	<b>Bid queries should reach by</b>	09.01.2023 Bid queries received later than the date as mentioned above shall not be entertained. Pre-bid queries should be emailed to <a href="mailto:ugaikwad@edcil.co.in">ugaikwad@edcil.co.in</a> as per format specified
6.	<b>Last Date and Time for receipts of Bids</b>	13.01.2023 1:00 PM. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
7.	<b>Date and Time of Opening of Technical Bids</b>	13.01.2023 at 1:30 PM
8.	<b>Date and Time of Opening of Financial Bids</b>	To be intimated Later
9.	<b>Bid Security/ Earnest Money Deposit</b>	<ul style="list-style-type: none"><li>• EMD of Rs. 24,00,000/- (Rupees Twenty Four Lakh only) to be deposited in the form of demand draft or Bank Guarantee alongwith the Bid. Bidders registered with MSME are required to submit Bid Securing Declaration (BSD) form along with the Bid.</li><li>• The original EMD/BSD form required to be submitted on or before 11.01.2023. If not complied, bid will be subject</li></ul>

		to rejection. <ul style="list-style-type: none"> <li>Scanned copy of EMD/BSD form and its acknowledgement of submission of original EMD/BSD form also needs to be uploaded on e-portal online with the Technical Bid. If not complied, bid will be subject to rejection.</li> </ul>
10.	<b>No. of Covers</b>	02 (Two Packets)
11.	<b>Bid Validity days</b>	120 days (From last date of submission of tender)
12.	<b>Performance Bank Guarantee (PBG)</b>	PBG @ 3% of the total contract value per assignment to be submitted within 15 days from the date of issue of work order as per Annexure – IX.
13.	<b>Contract duration</b>	02 years (extendable to 01 more year based on company's satisfactory performance and own internal requirement) (2+1 Year)
14.	<b>Email Address</b>	<a href="mailto:ugaikwad@edcil.co.in">ugaikwad@edcil.co.in</a>
15.	<b>Address</b>	<b>Corporate Office:</b> EdCIL House, 18 A, Sector-16 A, Noida, U.P. 201301 <b>Regd. Office:</b> 5 <sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001

1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enrol before participating. The tender document is also available at Tenderwizard and CPP Portal.
2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).
3. Bidders are advised to visit the EdCIL website for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.
4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

General Manager (OTAS)  
EdCIL (India) Limited,  
18 A, Sector-16A, Noida-201 301  
Tel: 91-120-4358223

**CHAPTER 1**  
**Offline and Online Bid Submission Documents**

**1.1 Offline Submissions:**

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.

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

- a. Original copy of Demand draft/ BG/ Bid Securing Declaration Form towards EMD.
- b. Original copy of the power-of-attorney.

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

**1.2 Online Submissions:**

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below:

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Annexure-I – Bid Form	PDF
2.		Annexure II- Bank Guarantee Towards Bid Security/EMD	PDF
3.		Annexure III- Technical Bid Submission Letter	PDF
4.		Annexure-IV- Self Declaration – Non Blacklisting	PDF
5.		Annexure V- Annual Turn Over Form	PDF
6.		Annexure VI- Details of Work Under Execution or Awarded	PDF
7.		Annexure VII- Power of Attorney	PDF
8.		Annexure VIII- Letter of Undertaking	PDF
9.		Annexure IX- Performance Bank Guarantee Format	PDF
10.		Annexure X- Contract Form	PDF

11.		Annexure XI- Performa for Declaration on Proceeding Under Insolvency and Bankruptcy Code 2016	PDF
12.		Annexure XII- Pre-Bid Query Format	PDF
13.		Annexure XIV – Bid Security Declaration	PDF
<b>Envelope-2</b>			
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	
1.	Financial Bid	Financial Bid	.XLS



## **CHAPTER 2**

### **Instructions for e-tendering**

#### **2.1 Instructions for Online Bid Submission:**

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

1	Registration charges for 1 year	Rs. 2,000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (i) 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.
- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
- (iii) 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.

2.1.8 Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.

2.1.9 Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

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

## **2.2 PREPARATION OF BIDS**

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

2.2.2 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.

2.2.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

## **2.3 SUBMISSION OF BIDS**

2.3.1 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.

- 2.3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.3.3 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.
- 2.3.4 The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.3.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

## 2.4 Assistance to Bidders

- 2.4.1 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.

<p>Telephone / Mobile/ E-mail ID</p>	<p>Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <p>a) For online registration, intended bidders may write us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> or contact no. <a href="tel:080-40482100">080-40482100/9964074577/9650520101</a>.</p> <p>b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.</p> <p>Telephone: <a href="tel:080-40482100">080-40482100</a> / <a href="tel:9650520101">9650520101</a> / <a href="tel:9964074577">9964074577</a> or mail us on email-id: <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a>, <a href="mailto:ratan.thakur@etenderwizard.com">ratan.thakur@etenderwizard.com</a>, <a href="mailto:varun.b@etenderwizard.com">varun.b@etenderwizard.com</a> &amp; cc to: <a href="mailto:destenders@edcil.co.in">destenders@edcil.co.in</a></p>
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## 2.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

- 2.5.1 The bidder is requested to submit documents as mentioned in the **Clause 1.1**

## **2.6 Minimum Requirements at Bidder's End**

2.6.1 Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

2.6.2 Digital Certificate(s)

## **CHAPTER 3**

### **Instructions to Bidders**

#### **3.1 General**

- 3.1.1 The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.
- 3.1.2 The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details. Financial bid shall indicate break up price for the various services mentioned in the scope of work mentioned in the tender document.
- 3.1.3 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by EdCIL on the basis of this tender.
- 3.1.4 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this tender at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- 3.1.5 This tender does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.
- 3.1.6 The offer/bid should be exclusive of GST as per prevailing rates which will be paid separately. However, the percentage of GST should be clearly indicated.
- 3.1.7 The prices must be quoted in the Performa given in Financial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting price must be mentioned in Financial Bid only. Discount or any other offers affecting the price mentioned at any other place of the bid other than Financial Bid will not be considered.
- 3.1.8 Price quoted by the bidder is including all allied cost w.r.t. manpower deployment, hardware, software, transportation and installation, commissioning, etc.

#### **3.2 Code of integrity**

- 3.2.1 No official of a procuring entity or a Bidder shall act in contravention of the codes which includes:
  - I. Prohibition of:
    - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
    - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

- d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

II. Disclosure of conflict of interest.

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

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

### **3.3 Bidder's Authorized Signatory**

3.3.1 A Proposal should be accompanied by power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

### **3.4 Preparations to bid**

3.4.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

3.4.2 The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

3.4.3 The bid shall be uploaded on the website as per the instruction given in the tender by the Bidder or duly authorized person(s) to bind the Bidder to the contract.

- 3.4.4 No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- 3.4.5 The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.4.6 Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 3.4.7 The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 3.4.8 Failure to comply with the below requirements shall lead to the Bid rejection: -
- a) Comply with all requirements as set out within this tender.
  - b) Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
  - c) Non-submission of all supporting documentations specified in this tender corrigendum or any addendum issued.

### **3.5 Pre-Bid Query**

- 3.5.1 The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL.
- 3.5.2 Queries relevant to the bid documents shall be addressed to the GM (OTAS), EdCIL at ugaikwad@edcil.co.in
- 3.5.3 The queries should necessarily be submitted in the format specified in Annexure - XII.
- 3.5.4 Any requests for clarifications after the indicated date and time shall not be entertained by EdCIL.
- 3.5.5 The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- 3.5.6 At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by a corrigendum.
- 3.5.7 The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website [www.edcilindia.co.in](http://www.edcilindia.co.in) and on the e-tendering portal <http://www.tenderwizard.com/edcil> and may be emailed to all participants who have raised the queries.
- 3.5.8 Any such corrigendum shall be deemed to be incorporated into this tender.

3.5.9 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

### **3.6 Validity of Bids**

3.6.1 Bids shall remain valid till 120 (One Hundred and Twenty) days from the last date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.

3.6.2 In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder granting the request will not be permitted to modify its Bid.

3.6.3 EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **3.7 Bid Security/Earnest Money Deposit (EMD)**

3.7.1 The Bidder should submit EMD through Bank Guarantee/ Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA from any Nationalized Bank. The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered. In case EMD is submitted in the form of BG, the BG should be at least valid for 45 days beyond the bid validity date and as per Annexure-II. The bidders are requested to submit EMD in the form of Bank Guarantee/ Demand Draft drawn in favour of EdCIL (India) Limited and payable at Noida, with the Technical Bid.

3.7.2 The successful Bidder's Earnest Money Deposit will be returned upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.

3.7.3 The Earnest Money Deposit shall be forfeited:

3.7.3.1 If a Bidder withdraws its Bid during the period of bid validity or

3.7.3.2 If the Bidder fails to accept corrections of arithmetic errors identified by the EdCIL in the Bidder's Bid, if any or

3.7.3.3 In case of a successful Bidder, if the Bidder fails:

3.7.3.3.1 To sign the contract form in accordance with the terms and conditions.

3.7.3.3.2 To furnish performance security/security deposit as specified in this tender.

#### **3.7.4 Exemption from paying Earnest Money Deposit:**

Bidders registered with Micro Small Medium Enterprises (MSME) are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI applicable as on the date of NIT. Bidders claiming exemption of EMD under this rule are, however required to submit a signed Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the tender



document, they will be suspended for the period of 12 months from being eligible to submit Bids for tenders with EdCIL.

### **3.7.5 Refund of EMD:**

3.7.5.1 The EMD will be returned to unsuccessful Bidder(s) after the award of work to the successful bidder.

3.7.5.2 Earnest money will be forfeited if a bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

3.7.5.3 In Case of Successful Bidder, the EMD shall be refunded after receipt of 3% Performance Bank Guarantee from a Nationalized bank operating in India.

### **3.8 Amendment to the Tender Document**

3.8.1 At any time up to the last date for receipt of tender, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

3.8.2 The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.

3.8.3 Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

### **3.9 Clarifications on submitted bids**

3.9.1 During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

### **3.10 Performance Security**

3.10.1 The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of estimated contract value of each assignment to EdCIL within 15 days from the date of receipt of Letter of Award. The Performance Bank Guarantee (PBG) should be issued by a Nationalized Bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee shall be retained throughout the currency of the each assignment and should be extended by the bidder from time to time, as required by EdCIL.

3.10.2 PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.

**3.11 Acceptance/ Rejection of bids**

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

## CHAPTER 4

### Eligibility & Bid Evaluation

#### **4.1 Bid Evaluation Process**

4.1.1 Evaluation will be based on the bidder meeting the eligibility criteria and subsequent evaluation of financial bid. It is mandatory for the bidder to fulfil all the eligibility criteria to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof. The bidder(s) with lowest financial quote (Fs) shall be considered for award of contract.

#### **4.2 Eligibility Criteria**

4.2.1 Bidder shall have to upload documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily.

S. No.	Eligibility Criteria	Supporting Compliance Document
1.	The bidder shall be a Public/Private Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI /Proprietorship/ Registered Partnership Firm and under existence in India for last 5 years as on day of bidding. <b>Consortium / Joint venture bid not allowed.</b>	Copy of relevant Certificates along with <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Registered Partnership Deed</li> <li>• GST Registration certificate</li> <li>• PAN card</li> </ul>
2.	The Bidder should have an average annual turnover of INR 25 Crores during the last three financial years i.e. 2019-20, 2020-21, 2021-22.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization.
3.	Bidder should have valid ESI and EPF Number valid as on the day of bidding.	ESI and EPF registration certificate
4.	Bidder must have a valid certification of ISO 9001:2015 and ISO 27001:2013 as on day of bidding.	Copy of valid certificates must be enclosed.
5.	Bidder should have working experience of <ul style="list-style-type: none"> <li>• atleast 3 different states in India</li> <li>• and atleast one work order of Rs.1 Crore project value for the provision of CCTV Surveillance of candidates in Examination based projects, for any Central/State Government Department and/or Central/State PSU during the last 7 years as on day of bidding.</li> </ul>	Copies of Work Order need to be enclosed for the provision of CCTV Surveillance of candidates in Examination based projects.
6.	The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years.	Undertaking to be submitted on Notary affidavit on INR 100 as per Annexure-IV
7.	Bidder should have its own/rental site of Tier-3 Data centre and Disaster recovery within India for storage of sensitive data of examination.	Documentary proof should be submitted including but not limited to 'Agreement for rental' or 'Ownership Govt. document' and 'Site address with details of seismic zone'.
8.	Bidder has to bid for all the required services as part of Scope of	Undertaking to be submitted on

	work of this tender. Conditional / Partial bid will be rejected out rightly.	Notary affidavit of INR 100 and shall remain valid for next 3 years
9.	<p>OEM Criteria:</p> <ol style="list-style-type: none"> <li>1. All CCTV Camera, NVR, VMS Software and Health Monitoring Software should be of Single OEM.</li> <li>2. OEM of CCTV should be a company registered in India since last 10 years with manufacturing in India since last 5 years and having Annual Turnover of INR 600 crores or above. CCTV OEM should be ISO 9001, ISO 14001, ISO 27001, CMMI 5 Certified Company.</li> <li>3. OEM to have its valid GST Certificate.</li> <li>4. ONVIF should not have been suspended its support to the camera OEM &amp; Should be Full member of ONVIF.</li> <li>5. The Camera OEM should comply with General Data Protection Regulation (GDPR) and need to submit its certificate with technical bid.</li> <li>6. OEM of IP CCTV cameras should have supplied at least 1,30,000 IP CCTV cameras in a single PO during the last 05 years to any State Govt. / Central Govt. / Public sector undertaking in India, as on bid submission date. P.O Copies to be submitted along with supply proof.</li> <li>7. OEM of Networking components should be ISO 9001, ISO 14001, ISO14064-1, ISO 27001, ISO 45001 certified, with more than 20 years of existence/operations in India and an Annual Turnover of INR 600 crores or above. OEM should also have experience of supplying 1500+ switches in any surveillance project/multi-location project in Government.</li> <li>8. OEM of UPS should be ISO 9001, ISO 14001, ISO 50001, TL9000, OHSAS 18001, BIS, CE, ROHS certified and an Annual Turnover of INR 600 crores or above. OEM should have minimum 150 service center on PAN India basis.</li> <li>9. The OEM of the IP Camera, NVR/ VMS Software should not be a company having its major shareholding stake by any government or its entity or originated/founded by personnel of Defense origin. No Chinese OEM accepted. Compliance to Govt. Order No.02/09/2020-418-II dated 10.12.2020 should be adhered.</li> </ol>	<p>Copy of valid certificates, OEM MAF must be enclosed.</p>

**Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.**

- I. Notwithstanding anything stated above, 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 EdCIL.
- II. Technical bids will also be reviewed for compliance with the necessary instructions, terms

and conditions, scope of work, formats etc. as outlined in this tender.

III. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

#### **4.3 Evaluation of Financial Bids**

- 4.3.1 The Financial bid shall be opened for only those bidders who have been found to be fulfilling the eligibility criteria. The financial bids shall be opened in presence of representatives of the bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.
- 4.3.2 If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- 4.3.3 Financial bid should be checked by bidders to ensure conformance to the format provided in the tender document.
- 4.3.4 After opening of Financial bid but before award, if a bidder(s) is (are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).
- 4.3.5 During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) is initiated against successful bidder and EdCIL shall have the right to short close the contract.
- 4.3.6 The technically suitable bidder with lowest financial quote (Fs) will be considered for empanelment subject to reasonability of rates.
- 4.3.7 EdCIL based on operational requirements reserve its right to empanel one or more than one bidder subject to the bidder(s) agreeing to the lowest financial quote.

#### **4.4 Other Terms & Conditions of the tender**

- 4.4.1 Bidders must quote rates only in the financial bid proforma provided in the tender document (online).
- 4.4.2 Consortium / Joint Venture bids would not be allowed.
- 4.4.3 The Tender document is not transferable under any circumstances.
- 4.4.4 The selected bidder would be required to carry out the work as per job description. No extra TA/DA/conveyance/transportation/postage charges, etc. will be admissible for execution of the work.
- 4.4.5 The payment will be made on submission of invoice alongwith stage completion certification from EdCIL's end client.
- 4.4.6 **Delivery Period:** The bidder whose bid(s) is accepted shall arrange to start the services after receipt of Work Order in a time bound manner as indicated by EdCIL for each job/project/ examination. The scope of work mentioned in the Work Order need to be

completed within 30 days from the date of issue of work order. It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project-to-project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations.

- 4.4.7 Liquidated Damage: 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) @ 1% plus GST per week effective from the date of issuance of work order and the maximum deduction of 10% of the assignment value. The LD shall be applied only on the portion of items not delivered within the stipulated time period for reasons under the control of the supplier. Applicable GST on LD amount would also be charged additional.
- 4.4.8 Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantee/s submitted by successful bidder.

#### **4.5 Penalty Terms:**

- 4.5.1 That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services or for some other reason EdCIL shall be within its rights to make necessary deductions from the bill of the Vendor for such deficiency in services. The maximum penalty will be 10% of the total order value. In addition, if any additional penalty is levied by EdCIL's end client then the actual penalty in excess of the 10% of the total order value shall also be recovered from the bidder.
- 4.5.2 EdCIL under no circumstances shall entertain any claim for compensation in respect of damage to the CCTV Cameras and Accessories that may occur due to storm, fire, rain, natural calamities, and any other unforeseen circumstances.
- 4.5.3 The successful bidder shall facilitate EdCIL to inspect the site of the agency/firm to assess and verify the manpower and infrastructure available with them.
- 4.5.4 If it is found at any time that the equipments are not functioning in accordance with the agreed terms and conditions, EdCIL shall be entitled to withhold all payment of the bidder and forfeit the Security Deposit.
- 4.5.5 Sub-contract is not allowed. However, in case the bidder requires a part of the scope of work need to be executed with assistance from any vendor then permission is required from EdCIL. However, it would be entire responsibility of the bidder for successful completion of the entire scope of work awarded.
- 4.5.6 The successful bidder is advised to visit all the centre(s) well in advance of the examination date to get acquainted with the available facilities at the centre(s).
- 4.5.7 Successful bidder will ensure confidentiality of the examination. If any person deployed by the successful bidder in connection with the work is found guilty and misbehaves with person deployed at examination centres or found indulging in activities harmful to smooth conduct of the examination, the successful bidder will be held responsible for his act in

addition to the individual. No payment shall be made by EdCIL for such centre(s).

4.5.8 GST as applicable on penalties shall be charged extra from the successful bidder.

#### **4.6 Fraud and Corrupt /Malpractices**

4.6.1 All the Bidders must observe the highest standards of ethics during the process of selection of Successful Bidder and during the performance and execution of contract.

4.6.1.1 For this purpose, definitions of the terms are set forth as follows:

4.6.1.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the EdCIL or its personnel in contract executions.

4.6.1.1.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive EdCIL of the benefits of - responsive, free and open completion.

4.6.1.1.3 "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

4.6.1.1.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

4.6.1.2 EdCIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

4.6.1.3 EdCIL will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

#### **4.7 Failure to Agree with the Terms and Conditions of the tender**

4.7.1 Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

## **CHAPTER 5**

### **Scope of Work**

#### **5.1 DETAILED SCOPE OF WORK**

##### **5.1.1 SOW – ARTIFICIAL INTELLIGENCE BASED LIVE CCTV SURVEILLANCE SERVICE (Category-A)**

EDCIL is keep to implement Artificial Intelligence based Live CCTV surveillance system to monitor Strong rooms made strictly for the purpose of storing of Question papers.

5.1.1.1 Installation of up to 3 nos. of CCTV, DVR/NVR, adequate HDD storage, UPS backup of 15 minutes, dedicated Internet bandwidth, Public IP(s) & its accessories at each Strong room on rental basis.

5.1.1.2 Artificial Intelligence based CCTV Video Analytics platform on SAAS model. The platform should actively monitor CCTV camera feeds and Violation events through Integrated command control centre (ICCC) setup at Department HQ. The solution should highlight the following:

51.1.2.1 Movement detected in Strong room

51.1.2.2 Movement at entry and exit gate of Strong room

51.1.2.3 Two or more people in close proximity inside Strong room

51.1.2.4 Intrusion detection: Intrusion alerts based on Intruders within a defined perimeter (Region of interest)

51.1.2.5 List of cameras which are completely offline or not available for analysis for certain duration

5.1.1.3 On identification of any type of violation, an Alarm should be raised at the Integrated Command Control centre situated at Department HQ.

5.1.1.4 The confidentiality of data is very important and therefore, it would be the responsibility of the agency to maintain data security of highest standards.

5.1.1.5 The list of cameras to be installed by bidder and related details along with Locations would be made available 2 weeks before the commencement of CCTV monitoring activity.

5.1.1.6 Power arrangement at each site will be made available by EDCIL.

5.1.1.7 The agency should provide access to a dashboard with real time updates to violations.

##### **5.1.2 SOW – LIVE CCTV SURVEILLANCE SERVICE DURING EXAMINATIONS (Category-B)**

EDCIL, is keen to conduct Physical Audit of Exam Centers & implement CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct examinations at the sub-centres spread all over the State. Examination date and list of examination centres will be provided to the successful Bidder by the EDCIL, immediately after receiving from its Client.



### **5.1.2.1 EDCIL / OR ITS CLIENT'S SCOPE:**

- 5.1.2.1.1 Supply and Installation of CCTV, DVR/NVR, adequate HDD storage, Power arrangement along with UPS backup, dedicated Internet bandwidth of minimum 10 Mbps, Public IP(s) & its accessories at Exam centres would come under the scope of EDCIL administration.
- 5.1.2.1.2 EDCIL would make sure the 100% uptime guarantee of all the equipment's at each Exam centre during all the times or its project duration.
- 5.1.2.1.3 Bidder would not be responsible for any downtime or failure of equipment at Exam centres.

### **5.1.2.2 BIDDER SCOPE:**

- 5.1.2.2.1 Physical audit of each Exam centre to be done related to CCTV Surveillance infrastructure and report of each non-functional or faulty equipment's to be shared with official of Edcil's Client atleast a week before the Exam day.
- 5.1.2.2.2 Creation & management of Command Control room at approx. 60 locations including one LED setup with adequate manpower, Laptops & Internet bandwidth at each location. The number of locations may vary (+/-) 25%.
- 5.1.2.2.3 Make available 10x12 feet video wall at Client's HQ Command Control room with adequate manpower, laptops and Internet bandwidth.
- 5.1.2.2.4 Live Webcasting facility through VMS at ICC.
- 5.1.2.2.5 Integration of Public IP(s) on Video Monitoring software.
- 5.1.2.2.6 Maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre-Cloud based) and other site as DR (Disaster recovery- Cloud based).
- 5.1.2.2.7 VPN Tunnel for secure transfer of CCTV feed data to prevent Cyber threats.
- 5.1.2.2.8 For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by EdCIL should be able to identify state, city, exam centre and exam room.
- 5.1.2.2.9 Deployment of Project Manager, Cluster Manager, District Managers for successful execution of project.

### **5.1.3 SOW –GPS TRACKING LOGISTICAL SOLUTION (Category-C)**

EDCIL is keen to onboard the authorized bidder to install, commission and operationalize the GPS Tracking Logistical solution for the Question papers and OMR answer sheets.

- 5.1.3.1 The bidder should provide a GPS Tracking Logistical solution for approx. 300 vehicles carrying the Question Papers, the solution should be capable of continuous monitoring and event alarms capable of continuous monitoring and event alarms. The number of vehicles may vary (+/-) 25%. The solutions should have the following systems embedded within

- 5.1.3.1.1 Mechanical lock
- 5.1.3.1.2 GPS capabilities for continuous tracking
- 5.1.3.1.3 Warning for deviation from the delivery schedule and delivery path
- 5.1.3.1.4 Dashboard facilities for monitoring of the entire operations

- 5.1.3.2 The bidder has to provide a unique 'GPS lock' in each vehicle for monitoring of confidential Examination documents.
- 5.1.3.3 The bidder has to create a control room at EDCIL's Client HQ from where all the units can be monitored.
- 5.1.3.4 The bidder has to provide trained manpower at the control room for the duration of the project.
- 5.1.3.5 The bidder has to provide the GPS Locks at EDCIL's Client HQ.

## **CHAPTER 6**

### **Contract Period and Payment Terms**

#### **6.1 Contract Period:**

6.1.1 The duration of the project is for an initial duration of two years which may be further renewed for another one year subject to satisfactory performance by successful bidder and internal requirement of EdCIL. The prices quoted by the bidder as per the financial bid submission form should be valid for the total contract period. In case, the performance of successful bidder is not found to be satisfactory or in conformity to the terms and conditions of the tender document, the contract may be terminated even before the scheduled time. The decision of EdCIL will be final and binding on the successful bidder. In the event of premature closure of the contract due to the reasons cited above, the performance security deposit shall be forfeited along with penalty decided by EdCIL.

#### **6.2 Payment Terms:**

- 6.2.1 100% payment to the successful bidder shall be made in Indian rupees as per the following schedule.
- (a) 50% of the total project cost after successful installation & commissioning of required Hardware & Software in the required Exam centres alongwith stage completion certification from EdCIL's end client.
  - (b) Balance 50% of the project cost within 15 days from submission of final invoice alongwith final work completion certification from EdCIL's end client.
- 6.2.2 TDS will be deducted as per rule.
- 6.2.3 GST as applicable would be paid extra.
- 6.2.4 All payments to successful bidder will be made by NEFT / RTGS for which necessary IFSC code and bank details will be intimated by the Service Provider.
- 6.2.5 No payment shall be made in case of non-submission of performance bank guarantee by the successful bidder.
- 6.2.6 The successful bidder has to sign an agreement on non-judicial stamp paper within a period of 15 days from the date of work order as per format given at Annexure - X.
- 6.2.7 In case the above terms of payment undergoes modification from the EdCIL's end client then the payment terms mentioned here will be mutually agreed between bidder & EdCIL at the time of issue of work order.

## **CHAPTER 7**

### **General Contract Terms**

#### **7.1 Standards of Performance**

The Successful bidder shall deliver the services and carry out their obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful bidder shall always act in respect of any matter relating to this contract as faithful successful bidder to EdCIL. The Successful bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the TENDER in totality.

#### **7.2 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. The place of jurisdiction would be New Delhi (India).

#### **7.3 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.

#### **7.4 Taxes**

Successful Bidder should be entirely responsible for all taxes incurred until delivery of the contracted Services. Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

#### **7.5 Termination for default**

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

7.5.1.1 If the Successful bidder fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or

7.5.1.2 If the Successful bidder fails to perform any other obligation(s) under the Contract.

7.5.1.3 If the Successful bidder, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

7.5.1.4 For the purpose of this Clause:

a) "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.

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of

the benefits of free and open competition;

- c) In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Successful bidder should continue the performance of the Contract to the extent not terminated.

## **7.6 Force Majeure**

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

7.6.1.1 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’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.

7.6.1.2 If a Force Majeure situation arises, the Successful bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Successful bidder 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.

## **7.7 Confidential Information**

Each Party (the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the “Disclosing Party”) hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party’s Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party’s Confidential Information, or authorize other persons or entities to use the Disclosing Party’s Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party’s Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is

independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

#### **7.8 Fall Clause**

It is a condition of the contract that all through the currency thereof, the price at which successful bidder will supply the services should not exceed the lowest price charged by successful bidder to any customer during the currency of the contract and that in the event of the prices going down below the contract prices, successful bidder shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.

#### **7.9 Non-Disclosure**

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

#### **7.10 Insurance:**

7.10.1 It will be the responsibility of the bidder to insure their deputed manpower against any casualties, eventualities or accident at the examination venue or otherwise before / during /after the examination.

7.10.2 EdCIL will bear no responsibility for the cost and consequences or any other liabilities arising therefrom.

#### **7.11 Indemnity**

7.11.1 The successful bidder shall indemnify EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

7.11.1.1 Any negligence or wrongful act or omission by the successful Bidder or the successful Bidder's Team or any third party associated with Bidder in connection with or incidental to this contract; or

7.11.1.2 Any breach of any of the terms of the successful Bidder's Bid as agreed, the Tender and this Contract by the successful Bidder, or the successful Bidder's Team or any third party.

7.11.1.3 Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

#### **7.12 Integrity Pact:**

The vendors/ bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with EdCIL would

be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a 'Non-Judicial Stamp paper of Rs.100/-.

### **7.13 Resolution of Disputes**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.

### **7.14 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.

### **7.15 Limitation of Liability**

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to successful bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the wilful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL to perform any of EdCIL's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge EdCIL for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

### **7.16 Notification of Award**

Prior to the expiration of the validity period, EdCIL will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / Public procurement process has not been completed within the stipulated period, EdCIL, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

### **7.17 Signing of Contract**

After EdCIL notifies the successful bidder that its proposal has been accepted, EdCIL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between EdCIL and the successful bidder with mutually agreed terms and conditions.

### **7.18 Information security and data privacy:**

7.17.1 The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

7.17.2 The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to

maintain strict privacy and confidentiality of all the data it gets access to.

#### **7.19 Processing Norms:**

EdCIL and selected bidder acknowledge and agree that the provision of Services under this tender may require the selected bidder to interact with the customers and suppliers of EdCIL relating to the Services as special agent for and on behalf of EdCIL and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by EdCIL and agreed by the Parties. The selected bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of selected bidder’s compliance with the Processing Norms. EdCIL agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees and expenses, arising out of or resulting from the selected bidder’s compliance with Processing Norms. Further, EdCIL shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

#### **7.20 Notices**

- 7.19.1 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.
- 7.19.2 A notice should be effective when delivered or on the notice’s effective date, whichever is later.

All the notices to be sent to the following address:  
General Manager (OTAS)  
EdCIL (India) Limited,  
18 A, Sector-16A,  
Noida-201301, Uttar  
Pradesh Tel: 91-120-  
4358223

#### **7.21 Acknowledgement**

It is hereby acknowledged that we have gone through all the conditions mentioned above and below and we agree to abide by them.

#### **7.22 Special Conditions to this Contract**

- 7.21.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 7.21.2 Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work assigned to them.
- 7.21.3 The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of Vendor’s employees engaged in connection with the contract work. If the Vendor’s employee(s) is/are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty/penal action, Vendor will be



liable for administrative action including Blacklisting the Vendor for future Contracts.

7.21.4 The losses caused by the vendors' employee at examination centres will be recovered from the Vendor.

**BID FORM**

I. Addressed to

a.	Name of the tendering authority	EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A Noida – 201301 (U.P.), India
c.	Telephone	0120-2970206 to 207
d.	Tele-Fax	0120-2970209

II. NIT Number: EdCIL/OTAS/Services/2022/001

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Proprietorship	Partnership
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				
11.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix				

IV. We hereby submit the EMD/Bid Security Declaration as mentioned in bid document.

- V. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The information given above is correct. In case, at any stage, any information is found to be false, our bid/offer stands rejected.

Signature:  
Name:  
Designation:  
Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization: -

Date:  
Place:

**BANK GUARANTEE TOWARDS BID SECURITY (EMD)**

Bank Guarantee No. \_\_\_\_\_

To,  
EdCIL (India) Limited  
EdCIL House, 18 A,  
Sector-16 A Noida – 201301 (U.P.), India

Whereas..... (herein after called "the Bidder") has submitted its Bid dated.....(Date) in response to the RFP No:..... for "Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution" (here in after called "the Bid")

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

The conditions of these obligations are:

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

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

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

Dated:.....

for (indicate the name of bank)  
Signature of Banks Authorized official  
Witness (Name) \_\_\_\_\_  
Designation with Code No. -----  
Full Address-----

**TECHNICAL BID SUBMISSION LETTER**

To:

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

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

Subject: Submission of the technical bid for Selection of Agency for “Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution”.

Dear Sir,

We, the undersigned, offer to provide services mentioned above to EdCIL (India) Limited and EdCIL’s end Client.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the TENDER document. We would hold the terms of our bid valid for 120 days as stipulated in the TENDER document.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

**ANNEXURE – IV**

**SELF-DECLARATION – NON-BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

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

Sir,

In response to the NIT no. \_\_\_\_\_ dated \_\_\_\_\_ for “Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution”, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years.

We, further declare that presently our Company /Firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years as on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNUAL TURN OVER FORM**

**Name of Firm:**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (Rs. In Crore)</b>	<b>Profit/Loss (Rs. In Crore)</b>
1.	2019-20		
2.	2020-21		
3.	2021-22		
Total			
Total in Words			
Average			
Average in Words			

Note:

- Certificate from Statutory Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.
- Values entered in words will be treated as final.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

**ANNEXURE -VI**

**DETAILS OF WORK UNDER EXECUTION OR AWARDED**

S No	Name of work/Project & Location	Name of organization	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Remarks
1	2	3	4	5	6	7	8

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address with seal of the Firm

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**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.

**LETTER OF UNDERTAKING**

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

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

Sir,

**SUBJECT-** Letter of undertaking

This bears reference to EdCIL Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

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

Thanking you,

Yours faithfully,

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

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

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

Place:

Date:

**PERFORMANCE BANK GUARANTEE FORMAT**

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

**To**

**EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
Noida – 201301 (U.P.)**

In consideration of the EdCIL acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_ Dt : \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called “the said Agency” for the work \_\_\_\_\_ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for \_\_\_\_\_ ( \_\_\_\_\_ only)

as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to EdCIL (India) Ltd an amount not exceeding \_\_\_\_\_ ( \_\_\_\_\_ only) on demand by EdCIL (India) Ltd.
2. We \_\_\_\_\_ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (OTAS), EdCIL (India) Ltd, Noida or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ ( \_\_\_\_\_ Only).
3. (A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.  
  
(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing

authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we \_\_\_\_\_(indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_(indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We \_\_\_\_\_( indicate the name of Bank ) further agree with EdCIL (India) Ltd that EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of EdCIL (India) Ltd or any indulgence by EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.

8. We, \_\_\_\_\_(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....

(Rs..... only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter. Dated: The Day of For (indicate the name of bank)

Signature of Banks Authorized official

Witness

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

Designation with Code No. -----

1

Full Address-----

2.

**CONTRACT FORM**

THIS AGREEMENT made the ..... day of ..... 2023 between..... EdCIL (Hereinafter called "the Purchaser") of the one part and ..... (Name & address of Successful bidder) .....

(Hereinafter called "the Successful bidder") of the other part:

“EdCIL” and “the Successful bidder” collectively referred to as “Parties” and individually as “Party”.

**PREAMBLE**

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Education (MOE), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.
2. AND WHEREAS vide Tender Ref. No..... dated.....(hereinafter collectively “the Tender”) EdCIL invited bids from eligible agencies for entering into rate contract for “Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution”.

**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 part of this Agreement, viz.,
  - [a] The Financial Bid submitted by the Bidder;
  - [b] The Scope of work defined;
  - [c] The Terms & Conditions of the tender document
  - [d] The EdCIL's Notification of Work Order
3. In consideration of the payments to be made by the EdCIL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.

4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract prices 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.

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 EdCIL)

in the presence of .....

Signed, Sealed and Delivered by the

said..... (For the Successful bidder)

in the presence of .....

- In addition to the contract agreement a Non-Disclosure Agreement will be signed between the successful bidder and EdCIL post award of work.

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

Tender No.:.....

Name of Work:.....

Bidder 's Name : .....

I/ We, M/s. \_\_\_\_\_ declare that:-

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

Place:

Date:

Signature of Bidder

Name of Signatory



**PRE-BID QUERY FORMAT**

Pre-bid queries should be submitted in .XLS format.

Tender Description				
Tender No.				
Name of Organization				
Address				
Contact Person				
Contact No.				
E-Mail Id				
S.No	Chapter No	Page No	Clause as per TENDER	Clarification Sought
	s			

**FINANCIAL BID FORM**

Dated: \_\_\_\_\_

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

Sir,

Based on the terms and conditions mentioned in the tender document for “**Rate Contract for providing AI Based Live CCTV Surveillance at Strong Rooms, Live CCTV Surveillance during Examinations and GPS Tracking Logistical Solution**”, I/We accept all the terms and conditions of the tender document and quote our lowest rates for the same as under:

<b>CATEGORY</b>	<b>SERVICE DESCRIPTION</b>	<b>UNIT RATE (Rs.)</b>	<b>UNIT OF MEASUREMENT</b>
<b>A</b>	Artificial Intelligence Based Live CCTV Surveillance Service for Strong rooms (up to 3 CCTV per Strong room) as per Scope of Work		Per Venue for a period of 30 days
<b>B</b>	Physical Audit of Exam Center & Live CCTV Surveillance Service during Examination as per Scope of Work		Per Venue for a period of 30 days
<b>C</b>	Providing services for GPS Tracking Logistical solution for transportation of Confidential material on rental basis as per Scope of Work		Per GPS Lock for a period of 30 days

**Note:**

1. Price should be quoted as Exclusive of GST only. GST will be applicable as per Govt. of India norms.
2. Bidder with lowest Fs (overall score of agency), will be awarded work.  
**Fs = [ A + B ]**
3. The item at C above is optional and EdCIL reserves the right to operate the optional item at the accepted rate in case of requirement.
4. Bidder has to quote for all line items failing which the bid will not be evaluated.
5. EdCIL, at its discretion, may choose to avail any or combination of services in different exams.
6. In case the actual number of days increases/decreases against the envisaged 30 days then proportionate payment on the basis of agreed rate shall be paid.
7. EdCIL is not bound to take all the services in each examination conducted by them.

Yours sincerely,

Name of the Bidder :

Name and Designation of Authorized Signatory:

Address with seal of the Firm

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**BID SECURITY-DECLARATION**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,  
General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, Plot no. 18 A, Sector-16 A,  
Noida – 201301 (U.P.)

Sir,

In response to the NIT No. \_\_\_\_\_ dated \_\_\_\_\_ 2022, I/We hereby undertake not to withdraw or modify our submitted bid during the period of validity and on award of the contract. We commit ourselves to submit the prescribed performance security and shall sign the contract within stipulated deadline defined in tender failing which our organization can be suspended for a year from being eligible to submit bid for contract/tender/EOI invited by EdCIL (India) Limited.

Thanking you,

Yours faithfully,

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the  
Organization: -

Date:  
Place: