

BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

SELECTION OF SERVICE PROVIDER FOR "IMPLEMENTATION OF 20 STEM LABS IN GOVT. SCHOOLS OF JHARSUGUDA DISTRICT OF ODISHA"

TENDER NO.: EdCIL/DES/STEM LAB JG/2023 dated 03.10.2023.



EdCIL (India) Limited A Govt. of India Category-I Mini Ratna CPSE EdCIL House, Plot No. 18A, Sector 16A, Noida-201301 (U.P.) India Tel: 0120 – 2512001-006, FAX: 0120-2515372 Reg. Office: 5th Floor, Vijaya Building 17, Barakhamba Road, New Delhi-110001



DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by EdCIL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by EdCIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the EdCIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 EdCIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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EdCIL 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 RFP. EdCIL 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 RFP. The issue of this RFP does not imply that EdCIL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EdCIL 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 EdCIL, 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 EdCIL 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) LIMITED (A Govt. of India Mini Ratna CATEOGRY-I CPSE) SECTOR 16A, NOIDA

Date: 03.10.2023

N.I.T. No.: EdCIL/DES/STEM LAB JG/2023

Name of work	Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha"
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	03.10.2023
Document Download Start Date	03.10.2023
Pre-Bid Submission	09.10.2023
Pre-Bid meeting	10.10.2023 12:00 Hrs
Document Download End Date and Time	25.10.2023
Last Date and Time for receipts of Bids	25.10.2023 till 1100 Hrs 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.
Date and Time of Opening of Technical Bids	25.10.2023 at 1130 Hrs
Earnest Money Deposit	Rs. 2,00,000 (Rupees Two Lakhs Only) in form of Bank Guarantee from a Nationalized Bank in India/ Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted.
	In case EMD is submitted in the form of BG, the BG should be valid till 45 days after the bid validity date, as per Annexure-X . The list of banks is detailed in Annexure-XV
No. of Covers	02 (Two Packets)
Bid Validity days	180 days (From last date of opening of tender)



Performance Bank Guarantee (PBG)	3% of the total work value of the successful bidder. PBG is required to be submitted within 7 days from the date of issue of LOA as per Annexure-XI	
Email Address	<u>ninadpatil@edcil.co.in</u> , <u>destenders@edcil.co.in</u>	
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301	

- 1. Tender document shall be downloaded from electronic tender portal link available at <u>http://www.tenderwizard.com/EDCIL</u>. Aspiring bidders who have not get registered in online portal should get register/enroll before participating. Interested bidders are advised to go through instructions provided at "Instructions to Bidders for e-tendering."
- 2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the online portal. However, all the credentials mentioned in clause 1.1 should be submitted offline, after submission of online bid
- 3. Bidders are advised to visit the EdCIL Website/<u>http://www.tenderwizard.com/EDCIL</u> for getting them 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 document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.

Chief General Manager (DES) EdCIL (India) Limited, 18 A, Sector-16A, Noida-201 301 Tel: 91-120-2512001 to 2512006



CHAPTER- I

Offline and Online Bid Submission Documents

1.1 Offline Submissions:

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope and the hardware equipments to the under mentioned address before the start of Public Online Tender Opening Event.

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

I. Original copy of the EMD Security in the form of Demand Draft/BG.

Note: The Bidder should also upload the scanned copies of all the abovementioned 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 **one** Envelope as explained below: -

		Envelope – 1				
	(Following documents to be provided as single PDF file)					
Sl. No.	Documents					
1.		Technical Compliance as per Annexure-I	.PDF			
		Organization Declaration Sheet as per Annexure-	.PDF			
2.		Letter of Undertaking as per Annexure-III	.PDF			
3.		Undertaking of Non-Blacklisting as per Annexure- IV	.PDF			
4.	///	Annual Average Turnover as per Annexure-V	.PDF			
5.	Technical Bid	List of Orders Completed During Last 5 years for Govt. Organizations / Autonomous Institutes in India as per Annexure VI	.PDF			
6.		Manufacturer Authorization Form as per Annexure VII	.PDF			
7.		Power of Attorney as per Annexure VIII	.PDF			
8.		Letter of Bid Submission as per Annexure IX	.PDF			



		Education + Inno	vation • Transformation	
9.		Earnest Money Deposit as per Annexure X	.PDF	
10.		Performance Bank Guarante Format Annexure XI	.PDF	
11.		Performa pre contract integrity pact as per Annexure XII	.PDF	
12.		Contract Form XIII	.PDF	
13.		Delivery certificate ANNEXURE XIV	.PDF	
14.	14. List Of Authorised Banks For BG Annexure- XV			
		Equipment Specification Compliance Annexure- XVI		
15		Pre-Bid Query Format Annexure- XVII		
16.		Performa for declaration on proceedings under insolvency and bankruptcy code, 2016 Annexure- XVIII	.PDF	
15.	Financial Bid	Price bid sheet as per bid form and Financial Bid Submission Form	.PDF	



CHAPTER-II

Term of Reference & Definitions

Term	Definition
Supplier	"Supplier" means any company responding to the Design, installation, Commissioning and Maintenance of STEM LAB solution
Authorize d Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
	Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any company responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfills the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP/Tend	
er	" RFP "/Tender means the Request for Proposals
Goods and	"Goods and Materials" shall mean the articles, materials, equipment, IT
Materials	Equipment, supplier's drawings, data and other property and all services- including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	"Consignee" shall mean EdCIL (India) Limited/ end client.
EdCIL/ Purchaser	"EdCIL/ Purchaser" shall mean EdCIL (India) Limited.



CHAPTER-III

INSTRUCTION TO BIDDERS

4.1 <u>Due date</u>:

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.

4.2 Preparation of Bids:

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 along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the financial bid in the given PDF format.

4.3 Language of Proposal:

The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.4 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

4.5 <u>EMD</u>:

The Bidder should submit EMD through Demand Draft drawn in favor of "EdCIL (India) Limited" payable at NOIDA from any Nationalized bank. The Bid sent without Bid fee and 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 valid till 45 days after the bid validity date, as per Annexure-XI. The list of bank is detailed in Annexure XV.

The bidder should enclose EMD of Rs. 2,00,000/- in the form of Bank Guarantee/ Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.

Note: Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission.

4.6 <u>Refund of EMD:</u>

- I. The EMD will be returned to unsuccessful Bidder(s) after the award of the work order to the successful bidder.
- II. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- III. In Case of Successful Bidder, the EMD shall be returned after submission of 5% Performance Bank Guarantee from a nationalised bank operating in India.

4.7 Acceptance/ Rejection of bids:

- I. EdCIL reserves the right to reject any or all offers without assigning any reason.
- II. 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.

4.8 <u>Performance Security</u>

- I. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee (PBG) should be issued by a nationalized bank in favor of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.
- II. 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.

4.9 <u>Amendment in Tender Document</u>

At any time up to the last date for receipt of RFP, 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. The amendment will be notified on EdCIL's website and will be binding.



CHAPTER-IV

Scope of Work

5.1. <u>Solution Design and Implementation:</u>

Bidder would be required to establish STEM LAB in 20 Schools in Jhasuguda, Odisha, to enable STEM learning among the students which should be mapped to the curriculum of CBSE/NCERT and State Boards. The activities will help learners to understand various concepts of STEM encouraging and motivating for their future possibilities. This project would consists of various Table top models to empathise and brainstorm possibilities, DIY kits to let children understand by doing hands-on to enhance the creativity and logical thinking into any learner.

- 1. <u>Table Top Models</u>: It helps students to visualise the basic idea behind the concept they are learning in their classroom. This is an important aspect of our project where students will be able to imagine and develop thoughts.
- 2. <u>DIY Kits</u>: It helps learners to practically understand the concepts by learning by doing approach where students will be facilitated with hands on experiments.

Bill of Material:

Table Top Models				
S.	Kit Name	Description	Qty.	
No				
1	Newtons Disc	When the disc is rotated, the colours fade to white;	1	
		In this way Isaac Newton demonstrated that white		
		light is a combination of the seven different colours		
		found in a rainbow.		
2	Working	To make electrical energy, the generator needs a	1	
	model of	magnetic field and a moving wire to come together.		
	generator	The movement of the wire through the moving		
		magnet and armature.		
3	Law of	To explain the inertia as the tendency of an object	1	
	Inertia	to remain at rest or in motion. Newton's First Law		
		of Motion states that an object will remain at rest		
		or move at a constant speed in a straight line unless		
		it is acted on by an unbalanced force.		
4	Periscope	Periscope Is an Instrument for Observation from A		
		Concealed Position. In Simplest Form It Consists of		
		a Tube with Mirrors at Each End Set Parallel To		
		Each Other At 45-Degree Angle. Tanks, Sub		
		Marines Use Periscope Extensively. They Enable		

Following products are suggested and a list is attached:



13	4 Stroke	A four-stroke cycle engine is an internal combustion	1
		camera.	
		photographic paper or film placed at the back of the	
		shines through to imprint an image on	
		straight lines – a principle called the rectilinear theory of light. When the shutter is opened, light	
12	Pinhole Camera	To explain the principle that light travels in straight lines $-a$ principle called the rectilinear	1
10	Dinhala	ditches.	1
		water from a low-lying body of water into irrigation	
	Screw	Egyptian screw, as a machine used for transferring	
11	Archimedes	To explain the concept of Archimedean screw, or	1
		The waves should appear on wall as shadow of beads.	
		waves. The model should have focus in the front.	
		we rotate the handle, these beads show a pattern of	
	Apparatus	which should have beads placed on the frame. As	
10	Wave Motion	A roller type of model to explain wave motion,	1
		a bucket.	
		windmill and use it to power a pulley system to lift	
		Illustrate how wind can be converted into energy. In this activity participants should build a simple	
9	Wind Mill	To explain mechanical engineering and wind power.	1
0	***	to the magnet or combination of 2 magnets.	
		acrylic cylinder, the filings show lines of force due	
		cylinder has iron fillings in it. As we place this	
		different magnets fixed in them. The acrylic	
		"Magnetic lines of force. A platform, which has	
		the direction of magnetic force at that point.	
		tangent of any curve at a particular point is along	
	rieid Tub	drawn such that the number of lines relates to the magnetic field's strength at a given point and the	
8	Magnetic Field Tub	Curved lines used to represent a magnetic field, drawn such that the number of lines relates to the	1
0	Maria	series of swinging spheres.	1
	Cradle	conservation of momentum and energy using a	
7	Newton's	Newton's cradle is a device that demonstrates	1
		energy from the turbine into electrical energy.	
		energy. Then a generator converts the mechanical	
		kinetic energy of falling water into mechanical	
0	Turbine	water to generate electricity. A turbine converts the	*
6	Hydro	Hydropower turbine capture the energy of falling	1
		The floating magnet tends to rotate around, flipping itself to attract to the other magnet.	
		Magnets can repel each other with enough force.	
	magnets	it up with the repelling force from another magnet.	
5	Floating	To explain the concept of a magnet float by holding	1
		Marine.	
		Situation Without Leaving the Safety of Tank or	
		Drivers or Tank Commanders to Inspect Their	



	1		vation • Transformation
	Engine Model	engine that utilizes four distinct piston strokes	
		(intake, compression, power, and exhaust) to	
		complete one operating cycle. Compression stroke:	
		The intake valve is closed, and the piston moves up	
		the chamber to the top. This compresses the fuel-air	
		mixture.	
14	Tangram	To explain problem-solving and logical thinking	1
		skills, perceptual reasoning (nonverbal thinking	
		skills), visual-spatial awareness, creativity and	
		many mathematical concepts such as congruency,	
		symmetry, area, perimeter, and geometry.	
15	Infinity	An infinity mirror (tunnel) creates an optical	1
10	Tunnel	illusion of an infinitely long tunnel. It actually	Ŧ
		consists of two mirrors — a regular mirror and a	
		0	
		one-way mirror — with light emitting diodes (LEDs) sandwiched	
10	Torre - 1-		1
16	Tornado	The vortex in this experiment should be created	1
		when gravity pulls a liquid through an opening to	
		form a rotating tornado. Swirling the water in a	
		bottle while pouring it out causes the formation of a	
		vortex, making it easier for air to come into the	
L		bottle and allows the water to pour out faster.	
17	Persistence of	The model should demonstrate fronts back. The	1
	Vision	rotating machines should be there for students to	
		rotate the handle. They should see superimposed	
		images to know what persistence of images is.	
18	DNA Model	To explain structure and composition of DNA, RNA,	1
		and proteins. Built out of interlocking ball-joints,	
		flexible nucleic acid and polypeptide models can be	
		disassembled and reassembled with ease.	
		Integrating RNA and amino acid components, this	
		kit allows for hands-on exploration of DNA	
		replication, DNA transcription, and mRNA	
		translation.	
19	KE-PE Track	To explain the concept of Kinetic & Potential	1
		Energy. By example of conservation of energy -	
		Work (W) is the energy given to the object by	
		applying a force over a distance. Potential energy	
		(PE) is the energy the object has due to its position.	
		Kinetic energy (KE) is the energy the object has due	
		to its motion.	
20	Gyroscope	To explain the orientation of the axis is not affected	1
	~	by tilting of the mounting, so gyroscopes can be	
		used to provide stability or maintain a reference	
		direction in navigation systems, automatic pilots,	
		and stabilizers device consisting of a wheel or disc	
		mounted so that it can spin rapidly about an axis	
		which is itself free to alter in direction.	
		which is fiself free to after in direction.	



	1	Education + Inno	vation • Transformation				
21	Rain Gauge	The rain gauge is a meteorological instrument for	1				
		measuring the amount of precipitation (especially					
		rainfall amounts) fallen during a given time					
		interval at a certain location. In short – the rain					
		gauge is used to measure rainfall.					
22	Crookes	Heat expands metals. The model should have a	1				
	Radiometer	metal wire and a weight suspended in the middle.					
		The wire is heated using electrical current. In a					
		short while, the wire expands, and the weight					
		lowers down. Heat absorption by black and white					
		colours can be studied with this.					
23	Mechanical	Robotic arm model is a prototype of an industrial	1				
	Arm	based robotic arm showing the movement of					
		different segments with an ability to pick and place					
		an object.					
24	Mini	A two-legged robot demonstrating function of	1				
	Humanoid	walking, dancing which also can detect an obstacle					
		or an object and based on that traverse the path.					

STEM DIY Kits						
S.No	Category	Kit Details	Description	Qty		
		1- Advanced Gear Kit	This is Motorised gear Kit to learn transformation of motion and Types of motions which consists of Various Types of Gears.	2		
		2- Light & Optics Kit	To teach concepts of Reflection and Refraction. The Kit consists of following: 2 Convex lenses, 2 Concave lenses, Light Pipes, Prism of various types, Set of rectangular and semi- circular blocks. A total of 12 acrylic blocks accompanies each ray box and the ray box has a facility to project 3 beam of light in 2 colours.	1		
1	Science DIY Kits	3- Molecular Set	Molecules of Carbon, Oxygen, Hydrogen and all valance atoms.	2		
				4- Fibre to Fabric	Aim of this kit is to demonstrate the process of cloth making using the yarn	2
		5- Electricity & Electronics (DIY Circuits Kit)	This kit helps us to understand concept of electrical circuits with various electronic components. Students will be able to understand types of circuits, types of connections, voltage and current, resistance color code.	2		
		6- Air Powered Car	This kit helps us to understand Newton's 3rd Law. Also concept of Air exerts pressure is introduced.	2		



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		7- Hydraulic Jack	This kit helps students understand working principle of a hydraulic lift.	2
		8- Rubber Power Plane Kit	Educational Model Aeroplane Kits to learn various Physics Concepts, made of Balsa wood which flies, when gently launched into the air.	2
		9- Solar Kit	This kit is also known as non- conventional energy resource kit which helps students to understand the importance of light energy and sustainability in the environment.	2
		10-Art & Craft Kit	This kit helps students to tinker with various cutting tools, gluing tools, binding tools. It consists of basic stationaries and art tool.	1
		11- Human Body Physiology Kit	This kit contains set of 5 Magnetic boards to explain and understand internal organs, digestive system and functioning of human heart, eye and ear.	1
2	Technology DIY Kit	1- 3D printer	Moulding Method: FDM Printing material: ABS/PLA Bed Volume: 200 x 200 x 200 Nozzle:0.4 Extrusion Mode: Fused Deposition Modelling/Melting	1
		2- Filament	1.75 mm, ABS/PLA Compatible filament	3
		3- 3D Pen	3D Pen and accessories	2
3	Engineering DIY Kit (Includes Robotics)	1- Mechanical Construction Kit	Remote Control x1 (Remote Should have DPDT Switches with option for 2 Motor Control with Single Switch), Data Cable x1, Power Distribution Board x1, 60 Teeth Spur Gear x2, 35 Teeth Spur Gear x2, 12 Teeth Spur Gear x4, Wheels with an option for attaching Track Belts x4, Track Belts with Bolts x60, Pulley x1, Big Rack Gear x1, Small Rack Gear x1, BO L Shaped 150 RPM Motor x 4, Spanner x1, Screw Driver x1, 5 Hole Holder x1, 2 Hole Holder x 1, Nuts and Bolts 0.5" x30, 1.5"x10, Nuts x40, Shaft Locker x4, Big Plates x2, Medium Plates x2, Small Plates x2, Bar x 6, Big Shaft x2, Small Shaft x 6, Arc Clips x4, Big L x2, Big C x2, Small L x4, Small Cx4, Slider x2, Plastic Motor Shaft x 4,	3



	1	1	Education • Innovat	ion • Transformation
			Spacer x 40, Axle Locks x20, Hook x1, Caster Wheel x1, Caster Strip x1	
		2- Mojo Bricks Circuits Kit	Simple electronic based bricks, bricks should be compatible and can be connected with each other, bricks should be modular and should have an option of attaching each brick on a Lego type Plate, also should have minimum 2 holes to be connected to mechanical parts using nuts and bolts, also should have magnets for attaching each brick on a metallic surface using the magnets. Bricks shall be in the format of Input, Output, Connector, Power & Brain. Input bricks will be Switch, Ultrasonic, LDR, Temperature, Color Sensor, IR Sensor. Output bricks shall be 1 LED, 3 LEDs, Buzzer. Connector Brick shall be to have extension wires, Power shall have option for DC Jack and USB. Brain Brick shall have microcontroller which can be interfaced with the computer and can be coded to perform tasks.	1
		3- IBO Kit - Electronics Brain Kit with Sensors	All in one platform that supports embedded system development, prototyping, Internet of Things, hardware programming with embedded C and easy to do connections using RJ 11 cables. The brain board should have inbuilt 8 Bit microcontroller which can be used to connect with Digital I/O devices and Analog I/O devices. The brain board should connect with at least 6 different sensors with the help of RJ 11 cables. Also, should have 4 motors to build motorized system. It should have inbuilt wireless enabled using 2.4 ghz wireless trans receiver and LCD.	1
	Maths DIY	1- Fraction Kit	This kit is perfectly designed to understand the concepts of fraction or by parts.	2
4	Kit	2- Algebra Kit	It is a demonstration model of $(a+b)2$, (a+b+c)2, $(a+b)3$, $(a+b)2$ - $(a-b)2=4ab$	1
		3- Abacus	This is a simple wooden Abacus in ascending order which helps students	1



	Education • Innovat	ion • Transformation
	to develop early maths skills and learn	
	counting till 10.	
4 Their second	This kit allows children to learn	
4- Triangl	e classification, congruency and	2
Kit	similarity of triangle.	
	This kit is a perfect resource for	
	students to create and understand	0
5- Circle K	^{ut} various circles and quadrants	2
	understanding radiant and pie ratios.	
	This kit helps children to learn various	
6- Shapes	geometrical shapes and nattorns with	
and Patter	^m wonderful learning experiences along	2
Kit	with opportunity to be creative	
	This kit provides mathematical	
7-	learning experiences and also develops	
Interlockin		2
Cubes	values, number operations, patterns,	-
	mensuration etc.	
	It is an acrylic board which consists of	
8-	4 right angled triangle and 1 big	
Pythagora		1
Theorem K		-
	1 1	
	hypotenuse.	

<u>**Content and Manual:**</u> Bidder are required to provide_Contents and student manuals for the above products will be provided along with the curriculum.

5.2 Insurance & Transportation

- I. The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance as required for all the equipment till the delivery, installation and commissioning at the respective end client location/school level (whichever applicable).
- II. For delivery of goods at the end clients location, the insurance should be obtained by the Supplier in an amount equal to 110% of the value of the goods from "supplier location to end client location" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance should be valid for a period of not less than 3 months after the completion of installation and commissioning. If orders placed on CIF/CIP basis, the insurance should be up to End Client place
- III. The Supplier should make all arrangements towards safe and complete delivery at End Clients Location. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- IV. The supplier should also take care of transit insurance, comprehensive insurance or any other insurance as required which may have direct bearing on the delivery of the items / equipments at End Clients location.



- V. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to End Clients Location.
- VI. The bidder should ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at End Clients Location.
- VII. The transportation of goods through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant.
- VIII. The supplier will keep EdCIL informed about various stages of deliveries & installation.
 - IX. All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. A copy of Insurance Certificate should be provided to EdCIL.

5.3 <u>Unloading and Unpacking:</u>

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

5.4 Inspection and Tests

- I. The successful Bidder shall facilitate and make available a random 20% sample of each equipment type being supplied by them for a Pre-dispatch Inspection (PDI) by a committee comprising of EdCIL and end client. The PDI will be a key requirement prior to shipment of the equipment. As part of the preparation for PDI, the successful Bidder will provide to EdCIL PDI preparation report.
- II. In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period not exceeding 3 calendar days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL/client will not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated location/end client location.
- III. Additionally, the bidder shall replace the complete lot of equipment belonging to an equipment type, if more than 25% of the sample size for the equipment type are found defective during the PDI. If the lots for two consecutive types of equipment are rejected, the entire shipment of equipment by the manufacturer shall stand rejected and shall have to be replaced by the selected Bidder with a fresh batch of equipment for shipment and related PDI. Any cost impacts of rejection at any stage shall be borne by the Bidder. If the complete shipment is rejected, EdCIL reserves the right to cancel the Purchase Order and levy penalties in addition to the Liquidated Damages. All penalty calculation are explained in detail in SLA.



5.5 Delivery, Installation and commissioning of all Equipments:

- I. Delivery, Installation and commissioning of the "STEM LAB" at the school level or the desired location should be made within a maximum of 60 calendar days from the date of placement of purchase order.
- II. The successful bidder to provide absolute supply and Commissioning schedule within 7 days from the receipt of Purchase Order.
- III. Within 24 hours of dispatch, the supplier should notify the EdCIL by cable/ telex/ fax/ e-mail the full details of the shipment.
- IV. Till the EdCIL/end client takes over/ receives the equipment/ items, the supplier should be responsible to keep the same in safe custody and the charges (if any) to be borne by the successful bidder.

5.6 Installation and Commissioning of all Equipments:

- I. As part of commissioning of the delivered equipment, the selected Bidder shall depute its technically qualified representative(s) to facilitate the conduct of inspection of 100% of the delivered quantity in presence of the EdCIL Official(s) and End Client (s), if required. This inspection shall start immediately after delivery of the equipments at the centralized location.
- II. After completion of the inspection, all the equipment shall be repackaged. Rejected equipment if any shall be returned back to the authorized representative of the selected Bidder. The numbers of such rejected equipment shall be struck off from the Delivery Receipt/Acceptance Receipt and from the Invoice claimed by the bidder.
- III. The equipment to be commissioned for a specific school shall be decided by EdCIL and End client. The power supply and internet connectivity for commissioning will be arranged by End Client. Until the equipment are handed over to respective school authorities/end client location, selected bidder will be solely responsible for the security of all the equipment.
- IV. The selected bidder shall carry out for delivery of all the STEM Lab to the school level/end client location/location provided by EdCIL and its subsequent installation in the classrooms.

5.7 Final Acceptance Sign off from End Client

Against the Delivery cum Installation and Commissioning of the STEM Labs in each school, the selected Bidder shall get a Delivery cum Installation and Commissioning Sign-off receipt from the school. In all likelihood, the Installation and Commissioning Sign-off receipt for a school shall be provided to the selected Bidder on the same day of successful commissioning of the equipment for that school. The damaged/defective equipment, if any shall be taken back by the selected Bidder.



5.8 <u>Warranty Services</u>

- I. The Selected Bidder is required to provide a standard onsite warranty support for a period of 3 years. The warranty would ensure that the goods/ articles would continue to conform to the standards and specifications as prescribed in the RFP for the entire duration of the Contract.
- II. All infrastructure procured by the selected bidder for this Project must adheres to the minimum requirements.
- III. The period of warranty for all equipment shall commence after project commissioning sign-off date from the end client.
- IV. In case of offsite warranty, replacement of similar specification hardware shall be provided to the end user.
- V. All infrastructure procured by the Selected Bidder for this Project is ready and functional before commencing any kind of services.

5.9 Post Warranty Support and Maintenance Services

The scope of post warranty support services will include preventive and corrective comprehensive maintenance and cover installation, diagnosis and resolution of hardware faults in response to the reported problems at the designated service centre. The selected bidder will also resolve all the problems detected during routine operational support activities and will ensure that the problems are resolved within the defined SLAs including appropriate replacement and /or replenishment of systems and equipment as and when required.

	Service Level Agreement							
S. Service No metrics		Baseline	Low performance		Violation of Service Level Agreement		Basis of measur	Remarks
	paramet ers	Metric	Metric	Deduc tion	Met ric	Deduc tion	ement	
Sup	ply, Transp	ortation, Pre & I	Post Deliv	ery Inspe	ections	Installa	tion	
1	Material Ready for Pre- Delivery Inspectio n	30 Days fromthe Work order	Up to One week after thedue date	Rs 0	Mor e than done wee k afte rthe due date	0.50% of the contra ct value per every week, upto Max of 10 %	Readine ss letter for pre- delivery Inspecti on by the supplier	If the materials are available in LOTs, the penalty will be calculated for balance equipmen t only.

5.10 Service Level Agreement



2	Supply and installatio nin the respective Schools	60 Days fromthe Issue of Release Order	Up to One week after theDue Date	0.25 % of the Contr act Value	Mor e tha n one wee k afte rthe due date	0.50% of the contra ct value per every week, upto Max of 10 %	Submiss ion of Installat ion reports	The deductio nshall be made per School basis.
3	Resolution to the Complain raised by the School	As and when complain raised	To be resolve d within 7 days from the date of the complai nt is raised		Mor e tha n3 day s	0.50% of the contrac t value per every week, upto Max of 10 %	Submissi onon of report of complain raised through tickets and resolutio n provided	The deduction shall be made based on number on tickets unresolved or not timely resolved.

5.11 <u>Technology Advancement</u>

According to the technology advancement successful L1 bidder has to provide upgraded product without any extra cost to meet the technology advancement of the market.

5.12 Manuals and Drawings

- a. Before the goods and equipment are taken over by the EdCIL, the Supplier should supply operation and maintenance manuals. These should be in such details as will enable the EdCIL to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- b. The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract.
- c. Unless and otherwise agreed, the goods equipment should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the EdCIL.

5.13 Indemnity

I. The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying



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 Agreement period out of:

- a) Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team in connection with or incidental to this Agreement; or
- b) A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder's Team.

II. The indemnity shall be to the extent of 100% in favor of EdCIL.

5.14 Documentations to be produced by the successful bidder during project:

- I. Original Delivery cum Installation and Commissioning certificate issued by the client with sign and stamp or acknowledgement of delivery.
- II. Warranty Certificate in original of all the items supplied to client.
- III. Bidder is required to provide the school/studio wise coloured photographs and videos of 1-minute duration (in soft copy) of every school when the product is installed within 30 days from the date of commissioning of the project. The video must capture the functionality of the device(s) in presence of any official/teacher.
- IV. Authorization letter in favor of System Integrator from the OEM in case of service is provided by the System Integrator/Distributor.



CHAPTER-V

Eligibility and Bid Evaluation

6.1 Bid Evaluation Process

Evaluation will be based on the bidder meeting the eligibility criteria, Scoring minimum 60 marks in Technical evaluation and subsequently evaluation of financial bid. It is mandatory for the bidder to fulfil all the eligibility criteria to be qualified for technical evaluation.

6.2 Eligibility Criteria

S.	Basic	Specific Requirement	Documentary Evidence
No.	Requirement		
1.	Legal Entity	The BIDDER cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) Company registered under Companies Act, 1956 or an equivalent law; or ii) Limited Liability Partnership, Act 2008 or equivalent law applicable in any State of India.	 Copy of Certificate of Registration/ incorporation Permanent Account Number (PAN) Goods and Services Tax Identification Number (GSTIN)
2.	Operational Presence in India	BIDDER should be in operation in India for the last four years preceding bid due date.	Incorporation certificate to be submitted
3.	Turnover (In India)	The BIDDER should have an average annual turnover of at least Rs. 80 Lakhs during the last three financial years 2019-20, 2020-21, 2021-22 and 2022- 23	 a. Certificate from the Statutory Auditor or Chartered Accountant on Turn Over and Positive Net worth b. Audited Balance
4.	Positive Net Worth	Bidder should have positive net worth in each of the last three financial year 2019- 20, 2020-21, 2021-22 and 2022-23.	Sheets and Profit & Loss statement
5.	Manpower	The BIDDER should have a	A valid Certificate issued



	I		Education • Innovation • Transformation
	Capacity	minimum strength of 100	on the BIDDER's letter
		employees on role in India	head and signed by
		preceding bid due date	Company's HR /
			Company Secretary/
			Authorized Signatory of
			the BIDDER
			Bidder should also
			submit EPF summary
			Statements of 06 Months
6	Insolvency /	The BIDDER must not have	A Self Declaration on the
	Bankruptcy	been declared insolvent/	Letter head of the
		bankrupt or should not have	BIDDER regarding
		filed for insolvency/	BIDDER Company not
		bankruptcy or in the process	being bankrupt or in
		of being declared bankrupt	process of being declared
		before any designated	insolvent / bankrupt
		authority preceding bid due	
		date	
7	Blacklisting	The BIDDER should not	Self-Declaration
		have been blacklisted by the	notarized on non-judicial
		Central Government, State	Rs. 100 Stamp paper for
		Governments, PSU or any	not being blacklisted
		Government Corporations in	(Refer to Annexure 6)
		India, preceding bid due	
	D	date	
8	Project	The Bidder should have	Copy of Work Order/ PO/
	experience	minimum one work order of	Contract/Agreement/
		deployment of minimum 15	Experience and
		STEM/Robotics Labs in	completion
		Govt Schools from	certificate from the client
		centre/state Government/	
		PSU/ Govt Educational	
		Institutes in India in last 4	
		years preceding to due date.	

- Documents must be provided in support of the following otherwise bids will be summarily rejected.
- 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.
- The Technical bid will be evaluated by evaluation committee set-up by EDCIL.



Technical Evaluation:

S.No.	Criteria	Marks Allocation	Max. Marks	Supporting document required
1.	Bidder's No. of Years in operation in India for the last four years preceding bid due date.	Bidder with maximum number of years shall e awarded maximum marks and others shall be awarded marks proportionately E.g., If the bidder has maximum number of years as 15 years shall be awarded 20 marks and bidder with 5 years of experience shall be awarded marks like {(5/15) * 20} = 6.7 marks and similarly	20	Incorporation certificate to be submitted
2.	Average annual turnover of bidder during the last four financial years 2019- 20, 2020-21, 2021-22 and 2022-23	 > 0.80 Crore and ≤ 1.2 Crore: 10 marks > 0.80 Crore and ≤ 1.5 Crore: 15 marks > 1.5 Crore: 20 marks 	20	CA Certificate and audited balance sheets for last four years
3.	Number of single work order of deployment of minimum 15 STEM/Robotics Labs in Govt Schools from centre/state Government/ PSU/ Govt Educational Institutes in India in last 4 years preceding to due date.	1 Projects: 10 marks ≥ 2 Projects: 20 marks	20	Copy of work order/ MoU/ completion certificate
4.	Number of STEM Labs in Govt Schools from centre/state Government/ PSU/ Govt Educational Institutes in India in last 4	 > 15 STEM Labs and ≤ 20 STEM Labs: 10 marks > 20 STEM Labs and ≤ 35 STEM Labs: 15 marks > 35 STEM Labs: 20 marks 	20	Copy of work order/MOU/ Completion certificate



			Luucacio	n • Innovation • Iransformation
	years preceding to due			
	date.			
5.	No. of Teacher's Training		20	Copy of work
	in Single PO for		20	order/ MoU/
	STEM/Robotics Labs in	> 15 Teachers and ≤ 20		completion
	Govt Schools from	Teachers: 10 marks		certificate
	centre/state Government/	> 20 Teachers and <u><</u>		
	PSU/ Govt Educational	25Teachers: 15 marks		
	Institutes in India in last 4	> 25 Teachers: 20 marks		
	years preceding to due			
	date.			
6.				

The Technical Evaluation will be conducted based on the relevant support documents submitted by the Bidders.

• The bidder who scores minimum 60 marks in the technical evaluation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

Evaluation of financial bids:

The Financial bid of only those bidders who are found technically eligible shall be opened. The financial bids shall be opened in the presence of representative of technically eligible bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.

- Financial bids will be inspected to ensure their conformity to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
 - 1) Final Proposal shall be given scoring as below:
 - **1.1** Normalization factor (N1) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N1 = T/Th$$

Where:

N1 = Normalization factor for calculation of Technical score. T = Technical Marks obtained by the bidder under consideration as per marking scheme



Th = Highest Technical Score obtained by any bidder

1.2 Normalized technical score for the Bidder under consideration will be calculated using the following relation:

 $Tn = (N1)^*$ (Weightage of the Technical Score i.e. 60)

Where

Tn = Normalized technical score for the Bidder under consideration

- 1.3 Normalization factor (N2) to obtain the Normalized Financial Score of the other bidders shall be calculated as below: N2= FL /F
 Where:
 N2 = Normalization factor for calculation of Financial score. F = the quoted price of Financial Proposal under consideration FL = the price of lowest priced Financial Proposal
- **1.4** Normalized financial score for the Bidder under consideration will be calculated using the following relation:

Fn = (N2)*(Weightage of the Financial Score i.e. 40) Where Fn = Normalized Financial score for the Bidder under consideration

2) Combined Quality and Cost Based Selection (QCBS) Evaluation

The score of technical proposal including presentation would be given 60% weightage, and the financial proposal would be given 40% weightage. The weighted combined score of the Technical bid including presentation (Tn), and Financial proposals (Fn) shall be used to rank the bidders on the basis of formula given as below:

Combined Score= Normalized Technical Score (Tn) + Normalized Financial Score (Fn)

Bidder with highest Combined Score shall be declared selected Bidder.

In the event of two or more Bidders/organizations with the same final score, the Bidder with more marks in technical evaluation shall be ranked higher i.e. will be given preference.



<u>Chapter-VI</u>

Delivery Timeline & Payment terms

1. <u>Duration & Timeline</u>

Bidder shall make all the arrangements for the timely delivery and installation of equipment for successful completion of project. No other incidental/TA/DA/any other such expenditure shall be paid by EdCIL.

S.No.	Milestone	Timeline (In Calendar Days)
1.	Acceptance of LOA	T+3
2.	Bank Guarantee Submission and	T+7
	contract agreement execution	
3.	Pre-Delivery Inspection	T+45
4.	Delivery of STEM Labs at school	T+60
	level	

Note:- * Here 'T' Indicates the date of LOA.

EdCIL reserves the right to change the timelines as per the requirement of the client. The milestones and timelines can be minimized as per the requirements of the individual projects/end client at the time of award of work order.

Delivery of the services with the performance in line with the requirements shall be made by the bidder in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the contract, the bidder should encounter conditions impending timely delivery of the Goods and performance of Services, the bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practical after receipt of the bidder's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the bidder's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.



Chapter-VII

Payment terms

1. Payment Term

S.No	Milestone	Payment % of the Contract Value
1.	Payment shall be released after Satisfactory Pre- Delivery Inspection of equipments by PDI Committee and successful delivery of all hardware items at school level.	90%
	Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.	
	The bidder should submit the following documents to the EdCIL for the payment:	
	• Original Tax invoice showing contract number, goods description, quantity unit price, total amount.	
	 Delivery cum Installation and Commissioning report duly signed and stamped from authorized official of School. Copy of Insurance Certificate. 	
	 Manufacturer's/ Supplier's warranty certificate. E-way bills 	
2.	The warranty/AMC will be for a total period of 3 years. Payment shall be released after successful completion of 2nd year AMC/warranty period i.e. after two year from the date of commissioning.	5%
3.	The warranty/AMC will be for a total period of 3 years. Payment shall be released after successful completion of 3rd year AMC/warranty period i.e. after three year from the date of commissioning.	5%

Note:

• Payments will be done only on the back to back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document.



- Warranty start will be reckoned from the date of commissioning as approved by the end client. Part payment can be made against commissioning in accordance to the progress of the project.
- The implementation partner also need to provide the geo tagged photographs.

2. <u>Performance Security/Performance Bank Guarantee</u>

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee shall be issued by a nationalised bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.



Chapter-VIII

Key Contract Terms

1. Arbitration

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, EDCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.

<u>For Public Sector Undertaking / Government Departments</u>: "In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the Ist level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5, and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned."

2. 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.

3. <u>Risk Purchase Clause</u>

In event of failure of supply of the item/equipment within the stipulated delivery schedule, the EdCIL has all the right to purchase the item/equipment from the other source on the total risk and cost of the supplier under risk purchase clause.

3. <u>Compensation</u>

In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses ("Charges") as specified in Commercial. All amounts payable to BIDDER are exclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit



invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. Payment stages are available at Chapter-VIII

4. <u>Representations and Warranties</u>

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

5. Limitation of Liability

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve-month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. 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 India Limited to perform any of EdCIL India Limited'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 India Limited for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

6. 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. Force Majeure

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

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



8. Prices

- I. The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be inclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- II. 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 the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.
- III. The price quoted should be inclusive of 3 years on site comprehensive warranty including basic training and demonstration to the end client.

9. <u>Notices</u>

For the purpose of all notices, the following should be the address :

Chief General Manager (DES) EdCIL (India) Limited, 18 A, Sector-16A, Noida-201301, Uttar Pradesh Tel: 91-120-2512001 to 2512006

Supplier: (To be filled in by the supplier)

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

10. Supplier Integrity

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

11. <u>Governing Language</u>

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.



12. 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 (Delhi) INDIA.

13. Right to Use Defective Goods

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

14. <u>Taxes</u>

Selected Bidder should be entirely responsible for all taxes, duties, road permits, etc., incurred until delivery of the contracted Goods/Services. EdCIL shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

15. <u>Defective Equipment</u>

- I. If any of the equipment supplied by the Bidder is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Bidder with 18% interest if payments for such equipment have already been made.
- **II.** All damaged or unapproved goods should be returned at suppliers' cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, should be replaced on receipt of the intimation from EdCIL/end client at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL (INDIA) LTD may consider "Banning" the supplier.



16. <u>Termination for Default</u>

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

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

17. <u>Tender Conditions with Implementation of Insolvency and Bankruptcy Code,</u> <u>2016 (IBC)</u>

- a) It will be the responsibility of the bidder to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- b) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.
- c) EdCIL reserves the right to cancel/terminate the contract without any liability on the part of EdCIL immediately on the commencement of



insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

- d) EdCIL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- e) A declaration / undertaking shall be submitted by the bidder in the Format (as per ANNEXURE-XVIII) along with techno commercial bid.

Guide lines for Evaluation & Short closure:

- a) After opening of price 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).
- b) During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) is initiated against a contractor and EdCIL shall have the right to short close the contract.

18. Disputes and Jurisdiction

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

19. <u>Compliance certificate</u>

This certificate must be provided on their letter head indicating conformity to the technical specifications.

20. Award of Contract

- **I.** EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- **II.** EdCIL has the right to review at any time prior to award of contract that the pre-qualification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the eligibility criteria, are no longer met by the Bidder whose offer has been determined as first rank.

21. <u>User List</u>

Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items have been supplied must be provided.



22. Product Life

The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 3 years including warranty period. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.

In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

23. <u>Acknowledgement</u>

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

24. Price Information

Price information shall not be there in Technical Bid.

25. <u>Rates in Figures and Words</u>

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.



26. Fall Clause

The Bidder undertakes that the rates quoted by him in the financial bid for each item is not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.



ANNEXURE-I

Technical Compliance Sheet

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder Name:	
Designation:	
Organization Name:	
Contact No.:	

Seal of the Company:_____



ANNEXURE-II

<< Organization Letter Head >> <u>DECLARATION SHEET</u>

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

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last four years.	the VENDOR/ MANUFACTURER/
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of EMD)	
8. UTR No. (For EMD)	
9. Kindly provide bank details of the bidder in the following format:	
a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful	

(Signature of the Tenderer)



Name: _____

Seal of the Company



ANNEXURE III

<u>Letter of undertaking</u> (ON THE LETTER HEAD OF THE BIDDER)

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

Sir,

SUBJECT- Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha".

This bears reference to EdCIL Bid No. EdCIL/DES/STEM LAB JG/2023 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______

Date: Place:



ANNEXURE IV

UNDERTAKING OF NON BLACKLISTING

This is to confirm that we M/s ______ (give full address) have not been declared neither failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by EdCIL which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).



ANNEXURE V

Financial Statement

Sl. No.	Financial Year	Annual Turn over	Net Worth
1.	2019-20		
2.	2020-21		
3.	2021-22		
4. 2022-23			
	Total		
Average	e of FY 2019-20, 2020-21,		
20	21-22 and 2022-23		

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

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder



ANNEXURE-VI

List of Orders Completed During Last 4 years for Govt. Organizations / Autonomous Institutes in India

Bid No.: Date: Name of the Firm:

S.N o	Name of Client	Name of the Project and brief description	Value (Exc Tax)	Date of award	Date of Completio n	Current Status and duration of maintena nce period for ongoing project	Name of Contact Person and other details
1.							
2.							
3.							
4.							

Signature of Bidder

(Signature with seal)

Name: _____

Designation:

Organization Name:

Contact No. :



ANNEXURE-VII

Manufacturer's Authorization Form (MAF) {to be filled by OEM}

To Chief General Manager (DES), EdCIL (India) Limited, EdCIL House, 18A, Sector- 16A, NOIDA- 201 301 (U.P)

Subject: OEM Authorization Letter for Request for Proposal (RFP) for Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha.

Dear Sir,

We, who are established and reputable having factories / development facilities at (address of factory / facility) do hereby authorize _______ to submit a Bid, and accept the Purchase Order against the above Bid Invitation.

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

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

Yours faithfully,

Name:

Seal:

Note: This letter of authority should be on the letterhead of the OEM



<u>ANNEXURE-VIII</u>

Power of 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 2023.

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 submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.



ANNEXURE-IX

LETTER OF BID SUBMISSION

To Chief General Manager (DES), EdCIL (India) Limited, EdCIL House, 18A, Sector- 16A, NOIDA- 201 301 (U.P)

SUBJECT: Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha"

-Submission of Bid -

Sir,

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

- 1. I/We hereby certify that all the statements made and information supplied in the enclosed form ______ and accompanying statements are true and correct.
- 2. I / we certify that we have not changed/altered any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.
- 3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.



5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S.No.	Name of Work	Certificate From

- 6. Earnest Money Deposit amounting to Rs.2,00,000 in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.
- 7. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable

Enclosures:

Date of Submission:



<u>ANNEXURE – X</u>

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No._____

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

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

The conditions of these obligations are:

- 1. If the Bidder withdraws its Bid during the period of Bid validity or
- 2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL

during the period of Bid validity:

1. fails or refuses to execute the Agreement form if required; or

2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the



occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Dated: the Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No.

1. Full Address------

2.

EdCIL/DES/STEM LAB JG/2023



Annexure XI

Name of the Bank: _____

То

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

PERFORMANCE BANK GUARANTE FORMAT

In consideration of the Chief General Manager EdCIL acting through ______(Designation & address of Contract Signing Authority), (hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. __________ Dt : _______ Made between ________ (Designation & address of contract signing Authority) and ________ (here in after called "the said Agency" for the work _________ (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for \gtrless _______ (i \gtrless _______ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

- We ______ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding
 ₹ ______ (₹ ______ only) on demand by the EdCIL (India) Ltd.
- 2. We ______ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the CGM(DES), EdCIL (India) Ltd, Noida or ______ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of

EdCIL/DES/STEM LAB JG/2023



loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \mathbf{R} _____ (\mathbf{R} _____ 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) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.



- (b) Provided always that we ______ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ______ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
- 6. We ______ (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
- 7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
- 8. We, ______ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

Dated:	The	Day of	For	

EdCIL/DES/STEM LAB JG/2023



	(indicate the name of bank) Signature of Banks Authorized official		
Witness	(Name)		
	Designation with Code No		
1	Full Address		
2.			



ANNEXURE-XII

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

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

AND

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

WHEREAS the EdCIL proposes to procure services towards "Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha".

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

NOW, THEREFORE,



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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. EdCIL/DES/STEM LAB JG/2023 dated2023 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. <u>Commitments of the EdCIL</u>

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the

EdCIL/DES/STEM LAB JG/2023



same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. <u>Commitments of Bidders</u>

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

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



- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 2,00,000 as Earnest Money with the EdCIL through Account Payee Bank Demand Draft/ BG in favor of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of



both the BIDDER and the EdCIL, including O&M period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

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



due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

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



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

7. INDEPENDENT MONITORS

- 1.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 1.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 1.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 1.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subbidder(s) with confidentiality.
- 1.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.



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

2. <u>FACILITATION OF INVESTIGATION</u>

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

3. LAW AND PLACE OF JURISDICTION

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

4. <u>OTHER LEGAL ACTIONS</u>

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

5. <u>VALIDITY</u>

- 5.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/DES/STEM LAB JG/2023 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including O&M period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.
- 5.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



6.	The parties hereby sign	this Integrity	v Pact a	t on	
	EdCIL (India) Limited Name of the Officer OFFICER Designation:	:		BIDDER CHIEF	EXECUTIVE
	Witness:			Witness:	
		-	1		_
		-	2		_

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



Annexure XIII

Contract Form

THIS AGREEMENT made the day of 2023 between EdCIL(Hereinafter called "the Purchaser") of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:

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 Price Schedule submitted by the Bidder;
 - [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The EdCIL's Notification of Award/ Purchase Order
- 3. In consideration of the payments to be made by the EdCIL to the Supplier as hereinafter mentioned, the Supplier 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 Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact 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.

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



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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the said (For the EdCIL)

in the presence of

Signed, Sealed and Delivered by the said (For the Supplier)

in the presence of



Annexure XIV

<u>FORM – A</u> <u>DELIVERY CERTIFICATE</u>

The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the Equipment/Items. It is certified and acknowledged that the same have been received at this Institution in good condition.

Sl. No.	Address	School Name	Description of Equipment	Serial No of Device	Make	Model	Quantity
1							

Please make appropriate column, as per requirement.

The items as per details given below was/were received in damaged conditions and therefore are not acceptable. This damaged goods / equipment have been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

Details of the Goods/Equipment received in objectionable condition

Sl. No.	Addres s	School Name	Description of Equipment	Serial No of Device	Make	Model	Quantit v
1	2	<u>rtumo</u>		201100			5

Signature of School Representative

EdCIL/DES/STEM LAB JG/2023



Name:	
Designation:	
Date:	
Rubber Seal:	

• ____



ANNEXURE- XV

LIST OF AUTHORISED BANKS FOR BG

Any Guarantee issued by PSU Bank (or) Private Bank operating in India must be operational and invocable in Noida only. For Guarantee to be operational in Noida the issuing bank must designate a specified Bank Branch in Noida.

Following banks are permissible for accepting Bank Guarantees:

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

I- SCHEDULED PUBLIC SECTOR BANKS

II- SCHEDULED PRIVATE SECTOR BANKS

S.No.	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	Indusland Bank Ltd



Equipment Specification Compliance

COMPLIANCE STATEMENT FORM

a) Bidders shall respond to basic sections of this tender clause by clause/Clauses, using a compliance summary statement, the sample format of which is given below. This shall be in sequential order, the same as is given in this specification.

S.No.	each line items as per Scope	Compliance statement	Description	
	of work			
		Put Comply	Explain how the	
		or not	offered good is	
		comply	complaint or not	
			compliant with the	
			requirement of the	
			technical specification	
			attached (if the bidder	
			does not mention	
			justification for	
			compliance, it might be	
			considered as non-	
			compliant)	

- b) If no compliance is stated for a clause, the good will be assumed not to comply with that particular specification item, contract and standard commercial terms and Conditions
- c) For purpose of compliance verification, a document and page number crossreference should be given (where applicable) in the reference column of the compliance summary statement.
- d) The supplier may include other relevant documentation by indicating a page number of document. It is mandatory to include detailed technical documentation, covering specification and quality performance of goods to be offered.
- e) Any clause marked with "comply" in the bidders' compliance summary statement is binding on the successful bidder to supply goods that meet the requirements of that clause. This shall apply for the lifetime of any awarded contract.



Annexure XVII

Pre-Bid Query Format

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

RFP Des	cription			
RFP No.				
Organiza	ition			
Address				
Contact I	Person			
Contact I	No.			
Mail Id				
S.No.	Section No.	Page No.	Clause as per RFP	Clarification Sought
	110.			Dought



Annexure XVIII

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



Instructions to Bidders

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

Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part I – Technical bid.

Financial Bid Standard Form-1 shall be used for the preparation of the price quote according to the instructions provided.

- **2.** The bid shall be evaluated on total Price as shown in financial bid.
- **3.** The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract.
- 4. The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
- **5.** The financial bid form-1 along with financial bid submission form should be filled in all respect and uploaded in **.PDF** format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.



PART II - FINANCIAL BID



Annexure XIX

Financial bid submission form

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

Dated: __/_/2023

Dear Sir,

We, the undersigned, offer to provide "Selection of service provider for "Implementation of 20 STEM labs in govt. Schools of Jharsuguda district of Odisha" in accordance with your request for proposal dated __/_/2023.

Our attached Financial Bid for IMPLEMENTATION OF 20 STEM LABS IN GOVT. SCHOOLS OF JHARSUGUDA DISTRICT OF ODISHA is for the amount of ______ [Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}].

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

Yours sincerely,

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



FORM: 1

Subject: Implementation Of 20 Stem Labs In Govt. Schools Of Jharsuguda District Of Odisha.

Name of the Owner Individual/ Firm:

S. No.	Name of the Item	Qty (A)	UnitCost (B)	GST (%)	GST (in Rs.) (C)	Total Unit Cost D=B+C	Total Cost =A*D (In Rs.)
1.	Tabletop Models	20					
2.	Science DIY Kit	20					
3.	Maths DIY Kit	20					
4.	Engineering DIY Kit	20					
5.	Technology DIY Kit	20					
	Total Amount (incl. Taxes)						

Total Amount (incl. Taxes) (In Words)

Note:

- i. The above prices shall be inclusive of all taxes, delivery charges and installation charges including three years onsite comprehensive warranty at the schools of Jharsuguda.
- ii. Detailed SchoolList will be provided to the Successful Bidder.



- iii. Applicable deduction on payment will be made for TDS/GST.
- iv. Validity of Offer: The offer should remain valid at least for a period of 90 days to be reckoned from the date of bid opening.
- v. The above prices shall include three years on site comprehensive warranty and AMC.
- vi. All other incidental charges relating to transportation of equipments at the site are included in the above prices.
- vii. No amount towards TA / DA and lodging, boarding or incidental to execution of the project shall be paid.

Place: Date: Signature and Stamp of the Bidder Name: Designation: