

TENDER DOCUMENT

Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances

(Open e-Tender)



Corporate Office:

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

Regd. Office:

5th Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001

NIT No. EdCIL/OTAS/2024/CBS

Dated: 25.06.2024

DISCLAIMER

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

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

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

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

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

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

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

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

NIT No.: EdCIL/OTAS/2024/CBS

Date: 25.06.2024

S. No.	Name of work	“Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances” against client’s Tender No. 2/6/2022-G.II (Tender ID: 2024 UPSC 811181 1) dated 20.06.2024
1.	Tender Document issued by	EdCIL (India) Limited, Noida
2.	Authorized Officer for Clarifications	General Manager (OTAS)
3.	Estimated volume of candidates	26 Lakh Candidates for the first year
4.	Date of Issue/Publishing	25.06.2024
5.	Document Download Start Date	25.06.2024
6.	Bid queries should reach by	27.06.2024 Bid queries received later than the date as mentioned above shall not be entertained. Pre-bid queries should be emailed to ugaikwad@edcil.co.in as per format specified
7.	Last Date and Time for receipts of Bids	08.07.2024 upto 1:00 PM. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
8.	Date and Time of Opening of Bids	08.07.2024 at 2:00 PM
9.	Bid Security/ Earnest Money Deposit	<ul style="list-style-type: none"> • EMD of Rs. 20,00,000/- (Rupees Twenty Lakh only) to be deposited in the form of demand draft or Bank Guarantee alongwith the Bid or Bid Security Declaration as per the prescribed format given in Annexure-III • Scanned copy of EMD/BSD also needs to be uploaded on e-portal online with the Techno-commercial Bid. If not complied, bid will be subject to rejection.
10.	No. of Covers	01 (Single Packet)
11.	Bid Validity days	180 days (From last date of submission of tender)
12.	Performance Bank Guarantee (PBG)	PBG @ 5% of the total contract value per year to be submitted within 15 days from the date of issue of LOA as per Annexure – XII. The bidder will submit undertaking to submit back-to-back PBG (Performance Security) as submitted by EdCIL to end

		Client if the contract is awarded to EdCIL by end Client.
13.	Contract duration	03 year (extendable to 01 more year based on company's satisfactory performance and own internal requirement) (3 + 1 Year)
14.	Email Address	ugaikwad@edcil.co.in
15.	Address	Corporate Office: EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301 Regd. Office: 5 th Floor, Vijaya Building, 17, Barakhamba Road, Connaught Place, New Delhi-110001

Note:

- (i) A rate contract is now being entered into.
 - (ii) The figure at items no.3 is estimated for the first year based on projection given by EdCIL's end client and may vary as per market demand.
1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enrol before participating.
 2. No manual bids shall be accepted. The Techno-commercial bids should be submitted in the E- procurement portal.
 3. Bidders are advised to visit the EdCIL website for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.
 4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
 5. EdCIL intends to select "Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances". This tender is floated for selection of back-end partner ready to work with EdCIL on "Tender No. 2/6/2022-G.II (Tender ID: 2024_UPSC_811181_1) dated 20.06.2024".

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

CHAPTER 1
Offline and Online Bid Submission Documents

1.1 Offline Submissions:

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

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

- a. Original copy of Demand draft/ BG towards EMD or BSD.
- b. Original copy of the power-of-attorney.

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

1.2 Online Submissions:

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

Envelope – 1				
(Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content		File Types
1.	Technical Bid	Annexure-I	Bid Form	PDF
2.		Annexure-II	Bank Guarantee Towards Bid Security/ EMD	PDF
3.		Annexure-III	Bid Security Declaration in Lieu of EMD	PDF
4.		Annexure-IV	Technical Bid Submission Letter	PDF
5.		Annexure – V	Self-Declaration – Non-Blacklisting	PDF
6.		Annexure – VI	Tender Compliance Sheet	PDF
7.		Annexure-VII	Annual Turn Over Form	PDF
8.		Annexure-VIII	Details of Work Under Execution or Awarded	PDF
9.		Annexure-IX	Power of Attorney	PDF
10.		Annexure-X	Letter of Undertaking	PDF
11.		Annexure-XI	Performa Pre Contract Integrity Pact	PDF
12.		Annexure-XII	Performance Bank Guarantee Format	PDF
13.		Annexure-XIII	Manufacture Authorization Form	PDF

14.		Annexure-XIV	Compliance Report	PDF
15.		Annexure-XV	Declaration	PDF
16.		Annexure-XVI	Contract Form	PDF
17.		Annexure-XVII	Pre-Bid Query Format	PDF
18.		Annexure-XVIII	Financial Bid Form	.XLS
19.		Annexure-XIX	Undertaking for Capability	PDF
20.		Annexure-XIX (A)	Indicative List of Cities	PDF
21.		Annexure-XX	Indemnity Bond	PDF
22.		Annexure-XXI	Bid Acceptance Letter	PDF
23.		Annexure-XXII	Indicative Proforma for Work Order	PDF

CHAPTER 2

Term of Reference & Definitions

Term	Definition
Successful bidder	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in one Packet, Techno-commercial 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	The bidder should be a company registered under the Indian Companies Act and should be in existence for last 5 years.
Contract	"The Contract" means the agreement entered into between EdCIL and the successful bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
DD	Demand Draft
EdCIL/Purchaser	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
PBG	Performance Bank Guarantee
Services	"Services" means the services to be delivered by the successful bidder in terms of the scope of work mentioned in the tender document.
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Client	End client of EdCIL
Validity of Documents	Validity of all the documents shall be counted from the date of opening of Bids
Client's Tender	Tender No. 2/6/2022-G.II (Tender ID: 2024_UPSC_811181_1) dated 20.06.2024 published by end client

CHAPTER 3

Instructions for e-tendering

3.1 Instructions for Online Bid Submission:

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

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (i) Participant shall safely keep their User ID and password, which will be issued by the service provider, i.e., KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
- (iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

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

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

3.1.10 Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

- a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/ 9964074577/ 9650520101.
- b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
- c) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- harishkumar.kb@etenderwizard.com, ratana.thakur@etenderwizard.com, varun.b@etenderwizard.com.

3.2 PREPARATION OF BIDS

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

3.2.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

3.3 SUBMISSION OF BIDS

3.3.1 Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

- 3.3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3.3.3 A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- 3.3.4 The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3.3.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3.4 ASSISTANCE TO BIDDERS

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

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

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

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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

3.6.2 Digital Certificate(s)

CHAPTER 4

Instructions to Bidders

4.1 General

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

4.2 Code of integrity

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

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

II. Disclosure of conflict of interest.

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

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

4.3 Bidder's Authorized Signatory

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

4.4 Preparations to bid

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

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

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

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

4.5 Validity of Bids

- 4.5.1 Bids shall remain valid till 180 (One Hundred and Eighty) days from the last date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- 4.5.2 In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder granting the request will not be permitted to modify its Bid.
- 4.5.3 EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.6 Bid Security/Earnest Money Deposit (EMD)

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

Medium Enterprises) as per the prescribed format given in Annexure-III, with the Technical Bid.

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

4.6.3 The Earnest Money Deposit shall be forfeited:

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

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

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

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

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

4.6.4 Exemption from paying Earnest Money Deposit:

Bidders registered with Micro Small Medium Enterprises (MSME) are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI applicable as on the date of NIT. Bidders are required to submit Bid Security Declaration.

4.6.5 Refund of EMD:

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

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

4.6.5.3 In Case of Successful Bidder, the EMD shall be refunded after receipt of 5% Performance Bank Guarantee from a Nationalized/Scheduled bank operating in India.

4.7 Amendment to the Tender Document

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

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

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

4.8 Clarifications on submitted bids

4.8.1 During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for

clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.9 Performance Security

- 4.9.1 The bidder will be required to furnish Performance Security @5% of the total value of the contract within 10 days of award of contract. The Performance Security shall remain valid till 60 (sixty) days beyond the date of the completion of all contractual obligations including warranty obligations, if any. The Performance Security shall be in the form of Demand Draft/Pay Order/FDR/Bank Guarantee from any Nationalized Bank/ Scheduled Bank in favour of EdCIL (India) Limited payable at Noida. Bidder should submit the Original copy of Performance Security in an envelope super scribed as, “PBG for the contract for providing Aadhaar based fingerprint authentication (else digital fingerprint capturing) & Facial Recognition of candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillance” and should be addressed to “General Manager(OTAS), EdCIL (India) Limited, A Government of India Enterprise, 18A, Sector-16A, Noida – 201301 (U.P)” through Speed Post/by Hand. The Performance Security would be retained by EdCIL till satisfactory completion of the project.
- 4.9.2 It should be clearly understood that in the event of the work not being completed as per the Scope of Work and time schedule laid down by EdCIL’s end client, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalty, if any, which may be imposed as specified in the terms and conditions hereto. The EMD would be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by EdCIL under any circumstances.

4.10 Acceptance/ Rejection of bids

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

CHAPTER 5
Eligibility & Bid Evaluation

5.1 Bid Evaluation Process

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

5.2 Eligibility Criteria

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

S. No.	Eligibility Criteria	Supporting Documents
1.	The bidder shall be a legally valid entity in the form of a Private Limited or Limited Company, registered under the Indian Companies Act 1956 or 2013 of GOI and should have been in existence in India for last 5 years as on day of bidding Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are also not allowed to participate.	Copy of relevant Certificates along with - 1. Name(s) and addresses of the Director(s) 2. Certificate of Incorporation 3. GST Registration certificate 4. PAN card
2.	The Bidder should be a profit-making entity having an average annual turnover of at least INR 100 Crore from Examination-based projects during the last three financial years i.e. 2020-21, 2021-22 & 2022-23.	a) IT Returns of the bidder for the preceding three years i.e. 2020-21, 2021-22 & 2022-23. b) Audited Balance Sheets, Profit & Loss Account of the bidder for the preceding three years i.e. 2020-21, 2021-22 & 2022-23. c) Certificate from Chartered Accountant (CA) clearly stating the annual turnover of the bidder from Examination-based projects during the preceding three years i.e. 2020-21, 2021-22 & 2022-23.
3.	The bidder should possess experience in conducting at least one (01) project PAN India related to Aadhaar based biometric authentication/digital fingerprint capturing of candidates and Barcode/QR Code scanning of e-Admit cards for examination- based projects for at least 1,00,000 candidates in a single shift during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations involved in examination	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience.

	work. Such projects should have been conducted in at least 05 (five) States/UT's across the country.	
4.	The bidder should also possess experience in conducting at least one (01) project PAN India related to live CCTV surveillance of exam venues for examination-based projects during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations.	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience.
5.	The bidder must also have experience of conducting at least one project PAN India for at least 12 Lakh candidates in a single slot for digital fingerprint capturing of candidates and live CCTV surveillance of exam venues for examination-based projects during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations.	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience.
6.	The bidder should have its own/rental of Tier-3 Data Centre and DR recovery at 2 different locations within India for storage of sensitive data of examinations.	Documentary proof to be submitted along with Technical Bid
7.	The bidder should have valid ISO 9001:2015 and ISO 27001:2013 (Information Security Management System Standard)/STQC certificate	Documentary proof to be submitted along with Technical Bid
8.	The bidder should not have been debarred/blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization. Any director or employee in the bidder company should neither be convicted by any court of law nor any criminal case be pending in any court of law/pending investigation in reference to conduct of examination/recruitment.	Undertaking on Bidder's Letter Head to be submitted
9.	Bidder has to submit its bid for all the required services as part of Scope of Work of this RFP. Conditional / Partial bid will be rejected out rightly.	Undertaking to be submitted on Notary affidavit of INR 100.
10.	MAF from OEM of CCTV Camera as per proforma at Annexure-XIII	Document issued by the OEM
11.	Technical Compliance Report w.r.t. Scope of Work as per Annexure-XIV	Document signed by the authorized signatory
12.	Undertakings (as at Annexure XV & Annexure XVIII) duly signed by the authorized signatory	Document signed by the authorized signatory

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

I. Notwithstanding anything stated above, EdCIL reserves the right to assess bidder's

capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of EdCIL.

- II. Techno-commercial bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- III. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

5.3 Other Terms & Conditions of the tender

- 5.3.1 Consortium and Joint venture bid will not be allowed and would be liable for summary rejection.
- 5.3.2 Hypothetical and conditional bids will not be entertained and will be rejected summarily.
- 5.3.3 EdCIL reserves the right to accept or reject all or any of the bids without assigning any reason. The decision of EdCIL in this regard would be final and binding.
- 5.3.4 The bidder shall submit a certificate stating that all the terms and conditions of the tender are acceptable to them (Annexure-XXI). The bidder shall also furnish a clause by clause Technical Compliance Report (Annexure-XIV) with respect to the Scope of Work. In case of deviations, a statement of the deviations in activities/scope w.r.t. tender document conditions shall be given by the bidder. EdCIL, however, reserves the right to accept or reject them and will not be bound to give reasons for its refusal to consider the bid with such deviations.
- 5.3.5 EdCIL will issue separate Work Orders for each examination to be conducted. It will not be necessary or mandatory for EdCIL to issue the work order in any condition according to the estimated number of candidates.
- 5.3.6 Bidder has to bid for all the required services as per the Scope of work of this bid. Partial bid will be out rightly rejected.
- 5.3.7 The Service Provider will have to submit the list of all the personnel deployed at each venue along with the details such as Aadhaar number, Mobile Number, No Relation Certificate, Character certificate etc. to the EdCIL and Venue Supervisor at least 5 days before the examination is scheduled. Any change due to exigency will be intimated immediately but not later than a day before the Examination is scheduled. The Service Provider will not deploy any person outside of the list so submitted.
- 5.3.8 In the event of breach of contract with respect to Scope of Work and terms and conditions of the tender document, the Service Provider may be debarred/blacklisted in addition to liquidity damages, penalty and forfeiture of performance security.
- 5.3.9 The bidder should not be debarred/blacklisted by any Government Organization/Board/Council/University/Commission and any other Government/PSU/Government Undertaking organization as on the date of submission of bid.

- 5.3.10 Bid should strictly conform to the scope of work mentioned at Clause 6 (Scope of Work) of the bid document. All bidders are required to fill the technical compliance statement (Annexure-XIV) without which the bid is liable to be rejected.
- 5.3.11 The Service Provider shall execute the work strictly in accordance with the terms and conditions of NIT including Scope of Work.
- 5.3.12 Sub-standard or poor quality of work in terms of infrastructure/technical manpower shall not be acceptable.
- 5.3.13 The Service Provider will have to make necessary arrangements at all the venues/centres as per the requirement communicated by EdCIL.
- 5.3.14 No charges for transportation etc. will be paid by EdCIL.

5.4 Penalty Terms:

- 5.4.1 In case of CCTV Camera(s) is not deployed at all by bidder in accordance with the Work Order at any examination venue, 50% of the total payment towards Live AI- based CCTV surveillance services for the said exam shall be deducted as the penalty amount.
- 5.4.2 In case of any candidate is left over by the CCTV camera installed in the exam room in any shift of the exam, penalty shall be levied as given below:-
- 5.4.2.1 No payment will be made for CCTV cameras installed in the room for that shift.
- 5.4.2.2 10 percent of the total amount payable for CCTV for the venue would be levied as penalty for that shift
- 5.4.3 In case the deployment of CCTV Cameras at any venue is less than the ratio stipulated in the Scope of Work (i.e. 1 CCTV camera per 24 candidates), the bidder would be liable to pay a penalty equal to 10 times the amount for each less camera for that venue (i.e. 10 x No. of less cameras x Rate per camera per shift rate x No. of shifts).
- 5.4.4 In case of any candidate being leftover, intentionally or unintentionally, during Biometric authentication/digital fingerprint capturing & facial recognition stage at the time of Examination, the bidder would be liable to pay penalty as given below:-
- 5.4.4.1 No Amount will be paid for such number of candidates.
- 5.4.4.2 10 percent of the total amount payable for that component of work for the venue would be levied as penalty for that shift.
- 5.4.4.3 In case of any impersonation detected at a later stage at any exam venue, the payment for that venue shall not be paid by EdCIL. In case payment is made by that time, the bidder will have to deposit the said amount with EdCIL. In addition, a penalty of 10 percent of the estimated payment for the venue shall also be imposed on the Service Provider.
- 5.4.5 In case of non-deployment of necessary logistical support and manpower at any exam venue, a penalty of 5% of total billed amount for such service of that exam venue shall be imposed on the Service Provider.
- 5.4.6 The conduct and behaviour of the deployed personnel at the examination venue is the sole responsibility of the Service Provider. If the competent authority finds the Service Provider/deployed personnel prima facie guilty of any indiscipline/foul practice/misbehaviour, legal action may be initiated against the Service Provider and/or the

deployed personnel as per the law of the land / Public Examination (Prevention of Unfair Means) Act, 2024 and rules made under the said Act and as amended from time to time or Rules/Regulations/Notifications issued by the Government of India from time to time in this regard.

- 5.4.7 If the deployed personnel at the exam venue are found to be outside of the list of the personnel so supplied by the Service Provider and any deployed personnel is being found and proved to be indulging in any unlawful activity or not mentioned in the list submitted by the Service Provider then the competent authority of EdCIL may initiate legal proceedings against the bidder or deployed personnel or both.
- 5.4.8 In case the Service Provider is not able to adhere to the Scope of Work as specified at Clause 6 of the bid document, penalty/penalties as mentioned above shall be imposed from the total payment due for that RT/Exam. However, the maximum penalty shall be limited to 10% of the total payment due for that particular RT/Exam.
- 5.4.9 In addition to the penalty terms mentioned above, EdCIL reserves the right to take appropriate legal action against the Service Provider for breach of the Scope of Work as per the provisions of the law/ Public Examination (Prevention of Unfair Means) Act, 2024 or any rules made under the Act and as amended from time to time.

5.5 Risk Purchase Clause

If the bidder after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of the tender document and/or fails to execute the work as per prescribed schedule given or at any time repudiates the contract, the EdCIL will have the right to forfeit the PBG, debar the bidder from being eligible for bidding/award of all future tender(s) for a period of 02 (two) years and get the work done from other entity at the risk and expense of the Service Provider. The cost difference between the alternative arrangement and bidder's bid value will be recovered from the Service Provider along with other incidental charges. In case EdCIL is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the bidder.

5.6 Delivery Schedule

EdCIL intends to conduct pilot study and trials for each service at selected centres, basis which, SOP formulation and 'go-ahead' decision/full deployment decision will be taken. EdCIL, therefore, at its discretion, may choose to avail any, all, or a combination of the above services, partially or fully during its exams. EdCIL shall issue separate work orders for every exam to the Service Provider as per the Indicative Proforma placed at Annexure- XXII for providing one or more services as mentioned in the Scope of Work along with necessary details. The Service Provider will have to mandatorily comply with all the instructions given by EdCIL from time to time with regard to the services being provided by the bidder. While working under such given instructions the Service Provider shall be expected to conduct the entire process flawlessly.

5.7 Liquidated Damages

The Service Provider has to execute the work strictly as per scope of work and in accordance with the terms & conditions of the tender. In the event of failure to abide by the tender terms & conditions, EdCIL may, without prejudice to any other right or remedy available, recover any such amount suffered as loss from the Service Provider as ascertained/assessed by this office as liquidated damages in addition to forfeiture of Performance Security submitted by the Service Provider, subject to a maximum of 10% of the contract value.

5.8 Fraud and Corrupt /Malpractices

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

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

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

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

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

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

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

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

5.9 Failure to Agree with the Terms and Conditions of the tender

5.9.1 Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the Fixed Performance Guarantee of the most responsive Bidder.

CHAPTER 6

Scope of Work

To strengthen examination process and eliminate the possibility of malpractices by candidates, EdCIL/its end Client has decided to incorporate the use of technology (Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) and Facial Recognition of Candidates and Live AI-based CCTV Surveillance in the examination process. EdCIL's end client conducts 14 major Examinations and a number of Recruitment Tests and Interviews in 1 to 3000 venues across 1 to 80 centres with a candidature ranging up to 12 lakhs. The Successful Bidder (henceforth 'Service Provider') is required to provide the aforementioned services as per detailed scope of work given in the subsequent clauses (6.1 to 6.2). The general terms of the scope of work are as provided below:-

- a) The examination schedule, detailed list of examination venues and number of candidates for each venue will be provided by EdCIL/its end Client to the Service Provider 2 to 3 weeks prior to commencement of the examination for making on-site preparation in consultation with the Venue Supervisor.
- b) EdCIL/its end Client will provide candidate details (Name, Roll No., Photo etc.) seven (7) days prior to the date of commencement of Exam for use in the Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) process, Facial Recognition and QR Code Scanning of e-Admit Cards.
- c) The Service Provider has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data Centre) and other site as DR (Disaster Recovery)
- d) The Service Provider shall take special care of PwBD candidates allotted at the venues to ensure that no inconvenience is caused to them in completion of the given process and they may be allowed separate/privileged entry wherever possible.
- e) The Service Provider shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or body corporate.

6.1 IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION AND QR CODE SCANNING

The Service Provider will have to ensure the implementation of QR Code Scanning of e-Admit Cards, Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) and Facial Recognition of the candidates as per the following Scope of Work:-

- 6.1.1. The Service Provider will use the data provided by EdCIL/its end Client for Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) of candidates and Facial Recognition during the exam.
- 6.1.2. The Service Provider will have to deploy sufficient number of QR code scanner integrated

hand-held devices along with sufficient manpower at each & every Examination venue to ensure that Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) and Facial Recognition of candidates activities are completed in accordance with the schedule given in the work order. At every examination venue, sufficient number of backup hand-held devices should be made available without any additional charges by the Service Provider to ensure the smooth conduct of authentication (else digital fingerprint capturing) process.

- 6.1.3. Provision should be made for real-time attendance monitoring system through secured web server. System should have provision for real time monitoring of the enrolment activity along with GPS coordinates against every enrolment and timestamp to ensure that enrolment is done during the stipulated shift.
- 6.1.4. The Service Provider shall ensure that all the data captured at each examination venue is synchronized in the main server and the same should be intimated to EdCIL/its end Client 30 minutes before the end of each shift of the examination. In this regard, the Service Provider shall submit the requisite reports in the data format prescribed by EdCIL/its end Client. Clear / Unclear Cases shall be identified and determined in accordance with SOP to be finalized in consultation with EdCIL/its end Client.
- 6.1.5. The Service Provider has to ensure that Center/Venue-wise candidate data is downloaded in hand-held devices deployed at respective centres/venues. This activity should be done two (2) days before the examination. All devices should have data stored in secure & encrypted format.
- 6.1.6. QR code on the Admit Card (containing roll number of the candidate) should be scanned to auto-fetch the candidate's details from Application Database (provided by EdCIL/its end Client). In case QR code on Admit Card is not scannable, then manual entry of candidate's roll number from Admit Card has to be done. This will be followed by Aadhaar based Fingerprint Authentication else digital fingerprint capturing of candidate's fingerprint data. The Service Provider shall then perform Facial Recognition of the candidate by the hand-held device. All activities should be completed before the commencement of each shift of the examination within the stipulated time as instructed by EdCIL/its end Client from time to time.
- 6.1.7. The Service Provider should deploy de-duplication algorithm across the database to avoid the duplicity of enrollment records.
- 6.1.8. The Service Provider should deploy fingerprint scanners and facial recognition devices having functionality of On-Device encryption of data.
- 6.1.9. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other captured on the day of the exam).
- 6.1.10. The image for facial recognition shall be provided to the Service Provider in the following format:-

- (a) JPEG/JPG

- (b) At the time of registration, candidates are instructed to upload digital photograph of size between 150 KB to 300 KB with minimum resolution of 550 pixels (Width) X 550 pixels (Height) and the size of full face is 3/4 of the photograph. The same will be provided to the Service Provider for Facial Recognition.
- 6.1.11. The Service Provider has to perform physical verification of candidates' photos with Application Database (provided by EdCIL/its end Client) at the time of security gate entry.
- 6.1.12. After the completion of the entire process as per the scope of work, the Service Provider will hold the data on its Secured Cloud Server with 256-bit encryption for a minimum period of one (01) year from the date of the examination or 30 days after the declaration of final result of the examination, whichever is later. The Service Provider will have to provide the link of the data to EdCIL/its end Client through a secured channel, when asked for. Without the written consent of EdCIL/its end Client, the bidder shall not delete the data collected during examination process. The Service Provider will issue a certificate of destruction of data after above period and will be liable for damages and legal action in case of any unauthorized keeping/preservation or use of such data.
- 6.1.13. The Service Provider will have to ensure that all the devices remain functional throughout the examination process and that they have captured Fingerprint & Photograph of each and every candidate who has appeared in the examination at each venue.
- 6.1.14. If the examination is conducted in two or more shifts in a day, the activity should be performed separately in all the shifts.
- 6.1.15. After completion of work, the Service Provider has to submit self-attested venue-wise work completion service certificate duly signed/verified by Venue Supervisor to the EdCIL or its end client.
- 6.1.16. Solution should not be Laptop/PC based. It should be a Hand-held device integrated with STQC (Standardization Testing and Quality Certificate) approved touch-less scanner only. Weight of the machine should not be more than 1 kilogram.
- 6.1.17. At the time of mains examination/interview/verification process as scheduled by EdCIL/its end Client, the Service Provider must verify identity of the candidates from the candidate data captured during the initial stages of the examination. Personality Tests/Interviews will be conducted in Delhi.
- 6.1.18. The Service Provider will not enter the Examination Hall/Room to perform Biometric Authentication/Digital Fingerprint Capturing & Facial Recognition of candidates and/or scan QR Code on e-Admit Cards etc.

6.2 LIVE AI-BASED CCTV SURVEILLANCE SERVICE

EdCIL/its end Client has decided to implement CCTV/video surveillance with recording and live broadcast system to monitor various activities of the candidates and other persons deployed to conduct the Commission's Examinations at the various centres/venues across the country under a secure environment. The Service Provider will have to ensure installation/implementation of the required video surveillance system as per the following Scope of Work:-

- 6.2.1 The Service Provider has to install adequate number of CCTV Colour Cameras in every classroom (minimum 1 CCTV camera for 24 candidates), Entry/Exit Gate and Control Room (where pre-examination sensitive material will be kept and opened and post-examination sensitive material will be packed) of every Examination venue. The centre-wise/venue-wise requirement for the above services or the number of CCTV cameras or the minimum requirement may be increased or decreased depending upon the requirement of EdCIL/its end Client. Installation of CCTV Colour Cameras should be done on the day of Exam Arrangement or one day in advance from the scheduled date of examination. The Live CCTV Cameras should be functional two hours before the scheduled time of commencement of the examination and should be operational till one hour after the completion of the examination.
- 6.2.2 The Service Provider shall install 1 CCTV camera for every 24 candidates at each Exam Hall/Room subject to the condition that at least 1 CCTV camera is installed in every room irrespective of candidates being less than 24. In case of the Exam Hall/ Room having more than 24 candidates, 1 CCTV camera for every 24 candidates shall be installed ensuring that the CCTV camera to candidate ratio is not less than 1:24 and that there are zero blind spots in any Exam Hall/Room. The Service Provider shall also ensure installation of CCTV camera in the classrooms allocated for VC/LDCP candidates as per the above instructions.
- 6.2.3 The Service Provider has to arrange a mock test of Live CCTV Surveillance at all the venues on the day of Exam Arrangement i.e. one day before the exam.
- 6.2.4 The Service Provider will have to make arrangement for Remote Live Viewing at the Control Room in EdCIL/its end Client and recording CCTV Systems of all examination venues. Without uninterrupted viewing facility at the Control Room set up in EdCIL/its end Client, the work will not be considered complete. The Service Provider will also provide Artificial Intelligence Based CCTV Video Analytics features in the Live CCTV Surveillance. The solution should generate alerts as provided in the indicative list below which shall be finalized in consultation with EdCIL/its end Client and shall be subject to change from time to time as per EdCIL/its end Client's requirement:
- 6.2.4.1 Generation of Alerts if any movement is detected at Entry/Exit Gates during Examination
 - 6.2.4.2 Generation of alerts if the furniture inside the classrooms is not properly arranged
 - 6.2.4.3 Generation of alerts if the cameras are offline or are tempered by Masking or Black Screen
 - 6.2.4.4 Generation of alerts if there is any movement in classrooms 1 hour before or after the exam
 - 6.2.4.5 Generation of alerts if Invigilator is not moving even after the specified time/ Inactivity is detected in Invigilator's movement
 - 6.2.4.6 Generation of alerts if there are more than allowed number of people in Question Paper Room during the defined hours
 - 6.2.4.7 Generation of Alerts in case of detection of Crowd/ Fight/ Conflict inside the Classroom
Generation of Alerts if a Mobile Phone is detected inside the Classroom.
 - 6.2.4.8 The AI should raise red flags at incidences which would indicate cheating, unfair means, absence of invigilators etc.

- 6.2.5 The bidder will have to install CCTV Colour Cameras of 2 megapixel resolution at all the examination venues. The cameras should have non-varifocal lens. The CCTV cameras should cover each and every candidate in exam venue without any blind spots such that every candidate is visible. In this regard, the Service Provider must submit an undertaking that all the cameras installed at the examination venues are compliant with the above specifications stipulated in the Scope of Work.
- 6.2.6 Workmanship and material used should be of the best quality. Quality of video shall not be compromised under any circumstances.
- 6.2.7 The Service Provider shall organize and provide requisite manpower to install the CCTV devices at the examination venues. The conduct and behaviour of the personnel deployed at the examination venues is the sole responsibility of the bidder. Any indiscipline/foul practice by the personnel, if reported at the examination venues, may result in imposition of the penalty as per the penalty clause. Further, legal action may be taken as per the law/ Public Examination (Prevention of Unfair Means) Act, 2024 and rules made under the Act and as amended from time to time.
- 6.2.8 The Service Provider shall maintain the entire database and Application Server at two different seismic zones within India, making one site as DC (Data Centre – Cloud- based) and other site as DR (Disaster Recovery – Cloud-based). The Service Provider will also have to provide to EdCIL/its end Client, the Data Server specifications on Cloud (details of VM, Cloud, server specifications, etc.).
- 6.2.9 Live CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.
- 6.2.10 In Live CCTV surveillance, Cameras should be connected to Internet to relay the data to Control room setup at EdCIL/its end Client. The Service Provider has to ensure that live feed of each examination venue is made available at all times at EdCIL/its end Client Control Room during the entire duration of examination under a secure environment. In this regard, adequate number of Computers/Laptops and manpower will be provided by the Service Provider in EdCIL/its end Client Control Room.
- 6.2.11 The Service Provider should provide a solution for multiple streaming of all CCTV feed videos through media streaming server. Live CCTV Streaming/Recording must be with Centre Name (Centre Code), Sub-Centre (Venue) Name, Sub-Centre No., Room No., Date & Time.
- 6.2.12 As a mechanism to handle the live CCTV coverage of about 3000 venues at the EdCIL/its end Client Control Room, the Service Provider is required to arrange a Video Management Software Platform and adequate internet connectivity.
- 6.2.13 The Service Provider has to provide a 10 x 12 feet video screen/wall at EdCIL/its end Client Control Room. During the examination, the control room should be equipped with adequate & efficient manpower and necessary logistics/terminals as required.
- 6.2.14 During the period of examination, CCTV facility shall not be interrupted due to any

technical fault, glitch etc. and the Service Provider shall ensure proper functioning of CCTV with adequate backup of CCTV Colour Cameras during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.

- 6.2.15 The Service Provider shall provide a display unit at every examination venue for live CCTV surveillance with facility for viewing multiple camera feeds in a single screen with zoom facility and depute adequate and efficient manpower and necessary logistics as required to assist Venue Supervisor to use this facility.
- 6.2.16 After the completion of the entire process as per the Scope of Work, the Service Provider will hold the data on its Secured Cloud Server with 256-bit encryption for a minimum period of one (01) year from the date of the examination or 30 days after the declaration of final result of the examination, whichever is later. The Service Provider will have to provide the link of the data to EdCIL/its end Client through a secured channel, when asked for. The Service Provider will issue a certificate of destruction of data after above period and will be liable for damages and legal action in case of any unauthorized keeping/preservation or use of such data.
- 6.2.17 After completion of work, the Service Provider has to submit self-attested venue-wise work completion certificate duly signed/verified by the Venue Supervisor of the examination venue as per proforma provided 6.3.18. EdCIL/its end Client.
- 6.2.18 EdCIL/its end Client Control Room and each examination venue has arrangements for power supply. However, in case of power outage, the Service Provider should have adequate power backup for uninterrupted live CCTV surveillance system.
- 6.2.19 The hardware required for the job shall be procured and maintained by the Service Provider. Training/ sensitization of staff deployed at the examination venues shall be imparted by the Service Provider.
- 6.2.20 EdCIL/its end Client installs jammers at every examination venue which are functional 30 minutes before the start of the exam till 30 minutes after completion of all sessions of the exam. Accordingly, Service Provider has to make suitable arrangement for providing internet connectivity, power backup and other necessary arrangements for uninterrupted Live CCTV Surveillance at every Exam Venue.
- 6.2.21 Installation and commissioning of CCTV at every Examination venue at the time of the examinations conducted by EdCIL/its end Client, as per requirement on turnkey basis for close observation of activities of the candidates would be in the scope of the Service Provider.
- 6.2.22 CCTV Cameras should comply with the requirements mentioned in Scope of Service of Live CCTV surveillance service. The bidder will provide the MAF from respective OEM on its Letter Head as per Annexure-XIII.
- 6.2.23 The Service Provider has to ensure requisite security protocols to avoid unauthorized access of the CCTV cameras to ensure data security protection of data storage, transmission, sharing and destruction to avoid data leakage, tampering and destruction for Video Encrypted transmission/download/store by employing appropriate encryption

method which shall be disclosed to EdCIL/its end Client.

- 6.2.24 The platform should actively monitor CCTV camera feeds and Violation Events through Integrated Command Control Centre (ICCC) set up by the Service Provider at EdCIL/its end Client Control Room for live monitoring of all the examination venues.

6.3 INSPECTION:-

- 6.3.1 Genuine material of requisite brands/specifications will be the requisite to be supplied for this Purpose. Supplying duplicate products/ non-Benchmark quality/non branded product will be seriously viewed and action will be initiated against the vendor as per contract.
- 6.3.2 In case of Non-Standard supply, the supplied items will have to be taken back at the cost of Vendor himself.
- 6.3.3 No payment will be made for rejected items, which do not confirm to the specifications stipulated. Such items will have to be replaced by the Vendor at their own risk and cost and to the satisfaction of the Officers of the tendering authority.
- 6.3.4 The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet/ test Certificate and accompanying delivery challan/ test certificate. Tendering Authority reserves the right to inspect the material at any other standard testing centre.
- 6.3.5 The quality of the material supplied will be examined and verified from appropriate Government Authorities if required and the bill will be processed after the verification report received from the concerned Government Authority. If it is found that the quality is not according to the specifications given herein above, the same will be seriously viewed by EdCIL and action will be initiated as per the Law.
- 6.3.6 The Vendor has to submit samples of the items free of cost for inspection & after approval of the sample by the Competent Authority, work order will be awarded and all the supplies will be as per sample approved. Supply Order(s), if placed shall be governed by the standard Terms and Conditions of supply of stores, plant and equipment.
- 6.3.7 The staff of the Tendering authority will carry out random checking of the work being done by the vendor and in the event, the bidder is not executing or completing the work as per schedule/work order and quality decided, the Tendering Authority may impose a penalty.
- 6.3.8 Tendering Authority if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at works/site. It is the responsibility of the vendor to ensure that only the inspected materials confirming to specifications are supplied.

CHAPTER 7
Contract Period and Payment Terms

7.1 Contract Period:

- 7.1.1 The contract shall be valid for a period of 3 (three) years from the date of award of the contract. In addition to the above, EdCIL may, at its discretion, extend the contract for a further period of another one year on the same rates, terms & conditions.
- 7.1.2 In case the performance of the Service Provider is not found to be satisfactory or not in conformity with the terms and conditions of the contract, the same shall be terminated even before the expiration of the contract after following due procedure of law.
- 7.1.3 In the event of termination of contract for reasons mentioned herein above, the Performance Security may be forfeited along with penalty as decided by EdCIL.

7.2 Payment Terms:

- 7.2.1 No advance payment shall be made to the Service Provider under any circumstances.
- 7.2.2 Payments will be made on the basis of finally registered candidates for every exam for the services indicated in the work order. Payment towards Live AI-based CCTV surveillance will be made on the basis of number of CCTV cameras installed and working during the examination.
- 7.2.3 75% payment would be released after successful conduct of Examination/Recruitment Test/Interview as per the work order issued to the Service Provider by EdCIL and handing over of the complete data to the satisfaction of EdCIL's end client.
- 7.2.4 Remaining 25% payment would be released after declaration of final results of the relevant Exam/RT and analysis of data, rectification of discrepancies, if any, by the Service Provider and upon certification by EdCIL's end client.
- 7.2.5 Rate quoted by the successful bidder shall be inclusive of all incidental cost including transportation, handling, and installation etc. No extra costs shall be paid by EdCIL on any additional account head to the Service Provider.
- 7.2.6 All payments shall be made in Indian Rupees as per the price quoted in the financial bid.
- 7.2.7 Payment will be made by taking into account the effective rate of tax as applicable at the time of payment.
- 7.2.8 All payments shall be subject to deduction as per legal norms and conditions prevailing at that time such as Income Tax Act, Goods & Services Act. Payments will be made deducting GST, TDS etc. as well as deducting penalties, if any.

CHAPTER 8

General Contract Terms

8.1 Standards of Performance

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

8.2 Applicable Law

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

8.3 Governing Language

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

8.4 Taxes

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

8.5 Termination

EdCIL may, without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.

8.5.1 Termination of The Contract: The Contract is liable to be terminated if the Service Provider:

8.5.1.1 Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or

8.5.1.2 Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or

8.5.1.3 Abandons the work; or

8.5.1.4 Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or

8.5.1.5 Fails to adhere to the agreed program of work; or

8.5.1.6 Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or Performance is not satisfactory; or

8.5.1.7 If the Service Provider obtains the contract with EdCIL with illegal manner;

- 8.5.1.8 Information submitted/furnished by the contract are found to be incorrect.
- 8.5.1.9 The above shall be without prejudice to EdCIL's other rights under the law.
- 8.5.2 Consequences of Termination: If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:
- 8.5.2.1 EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- 8.5.2.2 Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited. Any imposed forfeiture of Performance Security for a given exam will be calculated in proportion to 10% of the exam value of that examination irrespective of other penalty provisions.
- 8.5.2.3 The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- 8.5.2.4 All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.
- 8.5.3 Termination for Convenience:**
- 8.5.3.1 EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 8.5.3.2 Depending on merits of the case the Service Provider may be appropriately compensated by EdCIL on mutually agreed terms for the loss incurred by the Service Provider, if any, due to such termination. Either party may terminate the contract by giving a notice of 90 days.
- 8.5.4 Termination for Default:**
- 8.5.4.1 Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 30 (Thirty) days to the other party, terminate the agreement in whole or in part if the defaulting party fails to cure such breach of contract within 30 (Thirty) days.
- 8.5.4.2 The Second party shall stop the performance of the contract from the effective date of termination and hand over all the documents, and data to First Party.
- 8.5.4.3 In case of termination of contract for default on the part of the Second Party, for reasons solely and entirely attributable to the Second Party the First Party shall be entitled to invoke the Performance Security. However, the First Party shall ensure that First Party shall not exercise this right to terminate the agreement without exercising the right of suspension mentioned in the Suspension Clause.
- 8.5.5 Termination for Miscellaneous Reasons:**
- Either party may terminate this agreement by a written notice to the other Party in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver

or of any similar proceedings.

8.5.6 Termination for Material Breach:

Either party may terminate this Agreement immediately by a written notice to other Party (i) in the event of material breach by the other party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

8.6 Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days.

8.7 Confidentiality

All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Service Provider to EdCIL in relation to this project shall be the property of EdCIL's end client. The Service Provider shall not use any information, the name or the logo of EdCIL's end client except for the purposes of providing the Services as specified under this proposed contract. The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of EdCIL's end client:-

8.7.1 If she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

8.7.2 The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of EdCIL's end client. The Service Provider shall notify EdCIL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of EdCIL's end client.

8.7.3 If in case EdCIL finds the breach of confidentiality expected from the Service Provider, then EdCIL shall take cognizance of the situation and necessary legal actions/imposition of penalty/termination of contract may be initiated against the Service Provider.

8.8 Proprietary Data

8.8.1 Subject to the provisions of Clause 8.7 above, all documents and other information provided by EdCIL's end client or submitted by the Service Provider to EdCIL's end client shall remain or become the property of EdCIL's end client. The Service Provider and its empaneled agency, as the case may be, are to treat all information as strictly confidential. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Service Provider to EdCIL's end client in relation to this project shall be the property of EdCIL's end client.

- 8.8.2 All Knowledge/Data which come to their notice as part of engagement shall not be used by the successful bidder for any purpose other than stated in this bid and shall be destroyed one year after conduct of examination or declaration of result whichever is later.
- 8.8.3 The Correspondence both Physical and Electronic shall be in the name of General Manager(OTAS).
- 8.8.4 Dedicated official Mail ID mentioned in bid shall alone be used for all correspondence associated with the engagement.
- 8.8.5 The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.
- 8.8.6 In case of termination of the contract or a new service provider is engaged by EdCIL then it would be responsibility of the previous service provider to hand over all data collected by them as directed by EdCIL.

8.9 Fall Clause

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

8.10 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.

8.11 Insurance:

- 8.11.1 It will be the responsibility of the bidder to insure their deputed manpower and equipment against any casualties, eventualities or accident at the examination venue or otherwise before / during /after the examination.
- 8.11.2 EdCIL will bear no responsibility for the cost and consequences or any other liabilities arising therefrom

8.12 Indemnity

- 8.12.1 The successful bidder shall indemnify EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - 8.12.1.1 Any negligence or wrongful act or omission by the successful Bidder or the successful Bidder's Team or any third party associated with Bidder in connection with or incidental to this contract; or
 - 8.12.1.2 Any breach of any of the terms of the successful Bidder's Bid as agreed, the Tender and this Contract by the successful Bidder, or the successful Bidder's Team or any third party.
 - 8.12.1.3 Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.
 - 8.12.1.4 The indemnity shall be to the extent of 100% in favor of EdCIL.

8.13 Indemnity Bond - The Service Provider shall submit an Indemnity Bond (Annexure-XX) on a Non- Judicial Stamp Paper of Rupees Two Hundred stating that they shall fully comply with the applicable provisions of law including the Aadhaar Act 2016, Aadhaar Authentication for Good Governance (Social Welfare, Innovation, Knowledge) Rules, 2020, Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 or any other rule made under the Act from time to time and that they shall completely indemnify EdCIL in case of any breach of data in the execution of this contract at any point of time.

8.14 Resolution of Disputes:

8.14.1 The dispute resolution mechanism to be applied pursuant should be as follows:

8.14.1.1 Any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.

8.14.1.2 The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.

8.14.1.3 The venue of the arbitration should be the place from where the order is issued.

8.14.1.4 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.

8.15 Integrity Pact:

The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with EdCIL would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a ‘Non-Judicial Stamp paper’ of Rs.100/-.

8.16 Arbitration

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

8.16.2 All legal proceedings shall have to be lodged in courts situated in New Delhi (India) and not elsewhere.

8.16.3 All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

8.16.4 The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.

8.16.5 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far they are reasonably able to do so.

8.17 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.

8.18 Limitation of Liability

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

8.19 Signing of Contract

After submission of performance security in physical form at EdCIL, L-1 bidder has to sign a contract as per Annexure – XVI of this NIT within a period of 15 days from the date of receipt of letter of award.

8.20 Information security and data privacy:

The Service Provider will be responsible for providing secure systems. The bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti- spam solution for the entire system. The Service Provider shall have to maintain strict privacy and confidentiality of all the data it gets access to.

8.21 Notices

8.21.1 Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.

8.21.2 A notice should be effective when delivered or on the notice's effective date, whichever is later.

All the notices to be sent to the following address:

General Manager (OTAS)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201301, Uttar Pradesh
Tel: 91-120-4358223

8.22 Acknowledgement

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

8.23 Special Conditions to this Contract

- 8.23.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 8.23.2 Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work assigned to them.
- 8.23.3 The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of Vendor's employees engaged in connection with the contract work. If the Vendor's employee(s) is/are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty/penal action, Vendor will be liable for administrative action including Blacklisting the Vendor for future Contracts.
- 8.23.4 The losses caused by the vendors' employee at examination centres will be recovered from the Vendor.
- 8.23.5 EdCIL under no circumstances shall entertain any claim for compensation in respect of damage to devices and Accessories that may occur due to storm, fire, rain, natural calamities, and any other unforeseen circumstances.
- 8.23.6 The successful bidder will depute his representative(s), who will be present at examination centres to ensure proper working of the system till the completion of examination. Further, successful bidder shall provide one/two operators per system in control room situated at the office of EdCIL/end-client of EdCIL.
- 8.23.7 The successful bidder shall facilitate EdCIL to inspect the site of the agency/firm to assess and verify the manpower and infrastructure available with them.
- 8.23.8 EdCIL reserves the right to restrict and deny the entry of any staff member of the bidder in to the examination centre, if deemed appropriate by it.
- 8.23.9 The bidder must ensure that the staff engaged are disciplined and maintain full decorum during conduct of examination.
- 8.23.10 Sub-contract is not allowed.
- 8.23.11 The successful bidder is advised to visit all the centre(s) well in advance of the examination date to get acquainted with the available facilities at the centre(s).
- 8.23.12 Successful bidder will ensure confidentiality of the examination. If any person deployed by the successful bidder in connection with the work is found guilty and misbehaves with person deployed at examination centres or found indulging in activities harmful to smooth conduct of the examination, the successful bidder will be held responsible for his act in addition to the individual. No payment shall be made by EdCIL for such centre(s).
- 8.23.13 Successful bidder will be responsible for any kind of accident/ loss caused during the entire duration of work.

ANNEXURE – I

BID FORM

I. Addressed to

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

II. NIT Number: EdCIL/OTAS/2024/CBS

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited		
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				

IV. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

V. The information given above is correct. In case, at any stage, any information is found to be false, our bid/offer stands rejected.

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

Date:
Place:

ANNEXURE – II

BANK GUARANTEE TOWARDS BID SECURITY (EMD)

Bank Guarantee No. _____

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

Whereas..... (herein after called "the Bidder") has submitted its Bid dated.....(Date) in response to the NIT No:..... for "Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances" (here in after called "the Bid")

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

The conditions of these obligations are:

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

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

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

Dated:.....

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

ANNEXURE – III

**BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY
DEPOSIT**

(On Bidder's Letter Head)

I/we, the authorized signatory of _____, participating in Bid No. _____, for the job of _____, do hereby declare that in the event:-

1. I/we withdraw/modify our bid during the period of bid validity; OR
2. I/we commit any other breach of tender conditions/contract which would have otherwise attracted forfeiture of EMD; OR
3. I/we fail to/refuse to initiate the execution of the awarded Contract as per the terms of the Contract;

Then, I/we could be suspended/debarred from being eligible for bidding/award of all future tender(s) of EdCIL or its client for a period of 02 (two) years.

Signature and seal of authorized signatory of bidder

Name of authorized

ANNEXURE – IV

TECHNICAL BID SUBMISSION LETTER

To:

Dated: ___/___/2024

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

Subject: Submission of the techno-commercial bid for Selection of Agency for “Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances”.

Dear Sir,

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

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

ANNEXURE – V

SELF-DECLARATION – NON-BLACKLISTING

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

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

Sir,

In response to the NIT no. _____ dated _____ for “Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances”, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ University/ Board/ Council/ Commission or court of law.

We, further declare that presently our Company /Firm _____ doesn't stand blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ University/ Board/ Council/ Commission or court of law as on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE – VI**Check List**

S. No.	Particulars	Whether enclosed/not	Page No.
1.	Whether Earnest Money Deposit (EMD) amounting to Rs. 3,00,00,000/- or Bid Security Declaration form as per Annexure-III enclosed.	Yes/No	
2.	Whether copies of PAN card enclosed.	Yes/No	
3.	Whether copies of Goods and Services Tax Registration certificate enclosed.	Yes/No	
4.	Whether copies of I.T. returns for the preceding 3 years i.e. 2020-21, 2021-22 & 2022-23 enclosed.	Yes/No	
5.	Whether copies of Audited Balance Sheets, Profit & Loss Account of the bidder for the preceding three years i.e. 2020-21, 2021-22 & 2022-23 enclosed.	Yes/No	
6.	Whether copy of Financial Information as per proforma at Annexure-VII duly signed by a Chartered Accountant enclosed.	Yes/No	
7.	Whether copy of Certificate of Incorporation of the bidder enclosed.	Yes/No	
8.	Whether copies of Work Order and Completion Certificate during the last five years enclosed.	Yes/No	
9.	Whether ISO 9001:2015 and ISO 27001:2013 (Information Security Management System Standard)/STQC certificate enclosed	Yes/No	
10.	Whether copy of Bid Acceptance Letter as at Annexure-XXI enclosed	Yes/No	
11.	Whether copy of Certificate (as at Annexure-XIX) duly signed by the authorized signatory enclosed	Yes/No	
12.	Whether copy of Undertakings (as at Annexure-X) duly signed by the authorized signatory enclosed.	Yes/No	
13.	Whether copy of Declarations (as at Annexure-XV) duly signed by the authorized signatory enclosed.	Yes/No	
14.	Whether documentary proof that the bidder or its empaneled agency has its own/rental of Tier-3 Data Centre and DR recovery at 2 different locations within India for storage of sensitive data of examinations enclosed.	Yes/No	
15.	Whether copy of MAF from OEM of CCTV Camera as per proforma at Annexure-XIII enclosed.	Yes/No	

Note: All the above-mentioned documents have to be scanned and uploaded.

ANNEXURE - VII

ANNUAL TURN OVER FORM

Name of Firm:

Sl. No.	Financial Year	Annual Turnover (Rs. In Crore)	Profit/Loss (Rs. In Crore)	Networth (Rs. In Crore)
1.	2020-21			
2.	2021-22			
3.	2022-23			
Total				
Total in Words				
Average				
Average in Words				

Note:

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

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

ANNEXURE -VIII

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S No	Name of Examination	Name of organization	Aadhaar Based Finger Print Authentication else Digital Fingerprint Capturing Facial Recognition of Candidate (No. of Candidates)	QR Code Scanning of e-admit cards (No. of Candidates)	Live AI Based CCTV Surveillance (No. of Candidates)
1	2	3	4	5	6

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address with seal of the Firm

Date: _____

Place: _____

ANNEXURE - IX

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client> project, proposed to be developed by the (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

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

THIS DAY OF..... 2024.

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

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

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

Notes:

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

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

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

Sir,

SUBJECT- Letter of undertaking

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

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

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

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

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Place:

Date:

ANNEXURE- XI

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 2024, between, on one hand, acting through Shri/Smt..... Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, _____ (Designation) (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 Agency for “Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. Dated

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

NOW, THEREFORE,

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

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

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

1. Commitments of the EdCIL

- 1.1 EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of 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.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to EdCIL with full and verifiable facts and the same is prima facie found to be correct by EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by 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 EdCIL the proceedings under the contract would not be stalled.

2. Commitments of Bidders

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

- 2.1 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 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.
- 2.2 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 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 disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 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 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.
- 2.6 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 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.
- 2.13 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.

3. PREVIOUS TRANSGRESSION

- 3.1 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.

3.2 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.

4. EARNEST MONEY DEPOSIT

4.1 While submitting Technical bid, the BIDDER shall deposit bid declaration form along with the bid.

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

4.3 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.

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

5. SANCTIONS FOR VIOLATIONS

5.1 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 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 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 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 EdCIL resulting from such cancellation/rescission and 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 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 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.

5.2 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.

5.3 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.

6. INDEPENDENT MONITORS

6.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

6.2 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.

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

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

6.5 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.

- 6.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 6.7 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.
- 6.8 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.

7. FACILITATION OF INVESTIGATION

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

8. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Delhi courts only.

9. OTHER LEGAL ACTIONS

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

10. VALIDITY

- 10.1 The validity of this Integrity Pact shall be governed by the terms of the NIT No..... dated.....towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.
- 10.2 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.

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

EdCIL (India) Limited

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

1. _____

2. _____

Witness:

1. _____

2. _____

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

ANNEXURE – XII

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: _____

To

EdCIL (India) Limited

EdCIL House, 18 A, Sector-16 A

Noida – 201301 (U.P.)

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

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

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to EdCIL (India) Ltd an amount not exceeding _____ (_____ only) on demand by EdCIL (India) Ltd.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (OTAS), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (_____ Only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly

discharges this guarantee.

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

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

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

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

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

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

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

Signature of Banks Authorized official

Witness

(Name)_____

Designation with Code No. -----

1

Full Address-----

2.

ANNEXURE - XIII

Manufacturer Authorization Form
(To be provided by OEM of CCTV Camera)

To

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

Subject: Issue of the Manufacturer's Authorization Form (MAF) Reference: Tender No. _dated _

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) of CCTV Camera do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned Bid reference for the CCTV Cameras manufactured by us.

We hereby confirm that we comply with the required criteria mentioned below for manufacturer of CCTV Cameras and are providing the supporting documentary evidence.

1. OEM of CCTV should be CMMI Level 5, ISO 9001, ISO 14001, ISO 27001, ISO 45001 Certified
2. Full time ONVIF member
3. UL and GDPR compliant (Certificate to be attached)
4. Registered in India since last 10 years as on day of bidding with manufacturing in India since last 5 years.

Yours faithfully,

For and on behalf of M/s (Name of the
manufacturer)

(Authorized Signatory)

Name & Designation:

Contact No.: _____

Address: _____

Seal: _____

ANNEXURE - XIV

Compliance Report w.r.t. Scope of Work

We _____ (Name of Bidder Organization)
_____ hereby furnish the technical compliance report as per NIT as under:-

Sr. No.	Particulars	Compliance Report (Yes or No)	Page No.
1.	We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of EdCIL or its end client.		
2.	We confirm that we have our own/rental site of Tier-3 Data centre and Disaster recovery at 2 different locations within India for storage of sensitive data of examination.		
3.	We confirm that we have ISO 9001:2015 and ISO 27001:2013 (Information Security Management System Standard)/STQC certificates.		
4.	We confirm that we shall provide sufficient QR code scanner integrated hand-held device along with sufficient manpower at each and every examination venue to ensure that QR Code Scanning of e-Admit Cards, Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) and Facial Recognition of candidates activities are completed before the commencement of each shift of the exam within the stipulated time as instructed by EdCIL or its end client from time to time.		

*The bidder must provide all the requisite details along with reference page number in separate sheet.

The following are the deviations in activities/scope w.r.t. bid document conditions: -

Dated:	Signature:
Name of Firm:	
Company Seal:	

DECLARATION

We _____ (Name & Address of the Bidder organization) have in response to your Bid No. & Date. submitted a technical & financial bid for the said bid. As required, we hereby certify as under:-

1. That all the terms and conditions of the bid are acceptable to us;
2. That we have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years;
3. That we fully understand the Scope of Work specified in the bid and our bid is strictly in accordance with the Scope of Work;
4. That we shall maintain data security and confidentiality and shall not divulge any details, whatsoever, pertaining to the project to anybody without the prior permission of EdCIL or its client;
5. That we are not debarred/blacklisted by any Organization/Board/Council/ University/ Commission and any other Government/PSU/ Government undertaking organization as on the date of submission of bid.

(Authorized Signatory) Name &
Address of the Bidder organization
Phone No. of Authorized Signatory

CONTRACT FORM

THIS AGREEMENT made the day of 2024 between..... EdCIL (Hereinafter called "the Purchaser") of the one part and (Name & address of Successful bidder)

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

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

PREAMBLE

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Education (MOE), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.
2. AND WHEREAS vide Tender Ref. No..... dated.....(hereinafter collectively “the Tender”) EdCIL invited bids from eligible agencies for entering into rate contract for “Selection of Agency for “Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances”.

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 Techno-commercial Bid submitted by the Bidder;
 - [b] The Scope of work defined;
 - [c] The Terms & Conditions of the tender document
 - [d] The EdCIL's Notification of Letter of Award/ Work Order
3. In consideration of the payments to be made by the EdCIL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of

the goods and services and the remedying of defects therein, the Contract prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

in the presence of

Signed, Sealed and Delivered by the
said..... (For the Successful bidder)

in the presence of

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

ANNEXURE - XVII

PRE-BID QUERY FORMAT

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

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

ANNEXURE - XVIII

FINANCIAL BID

Dated: _____

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

Sir,

Based on the terms and conditions mentioned in the tender document for “**Selection of Service Provider for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillances**”, I/We accept all the terms and conditions of the tender document and quote our lowest rates for the same as under:

S. No.	Particulars	Rate per Candidate per Shift (exclusive of taxes) (in Rs.)	Rate per Candidate per Shift (inclusive of taxes) (in Rs.)	Effective rate of taxes in % as applicable on date of tender
A	Clause 6.1 of the Scope of Work:			
	i.) Aadhaar based Fingerprint Authentication			
	ii.) Digital Fingerprint Capturing,			
	iii.) Facial Recognition of Candidates			
	iv.) QR Code Scanning of e-Admit Cards			
B	Clause 6.2 of the Scope of Work:	Rate per Camera per Shift (exclusive of Taxes) (in Rs.)	Rate per Camera per Shift (inclusive of Taxes) (in Rs.)	
	Live AI based CCTV surveillance service			
Total [A{(i) + (ii) + (iii) + (iv)} + B]				

Note:

1. The above price bid shall not be disclosed along with the technical bid documents by the bidder and it shall be the part of the price bid only.
2. Rates should be quoted exclusive and inclusive of taxes as in the proforma.
3. Rates quoted by the bidder shall be inclusive of all incidental cost including transportation, handling, and installation etc.
4. Taxes will be taken into account for financial evaluation.
5. Payment will be made by taking into account the effective rate of tax as applicable at the time of payment.
6. Rates shall remain valid for the entire duration of the contract or extension period.
7. EdCIL or its client, at its discretion, may choose to avail any, all, or a combination of the above services, partially or fully during its end client exams.
8. The total number of candidates mentioned in the bid document is an estimate and may increase or decrease for each exam.
9. The first year will start from the date of award of the contract.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address with seal of the Firm

Place: _____

ANNEXURE - XIX

UNDERTAKING FOR CAPABILITY

We _____(Name of the bidder) hereby affirm that we have the capability to conduct the project for implementation of Aadhaar based fingerprint authentication (else digital fingerprint capturing) & Facial Recognition of candidates, QR Code scanning of e-Admit cards and live AI-based CCTV surveillance during EdCIL's end client Exam/Recruitment Test/Interview venues for at least 12,00,000 candidates in a single slot in the 80 centres as mentioned at Annexure-XIX(A) to the bid document.

(Authorized Signatory)

Name & Address of the Bidder organization

Phone No. _____

Annexure – XIX (A)

Indicative List of Cities where EdCIL's end client is planning to conduct the upcoming Exams/Recruitment Tests

S.No.	Centre Name
1	Ahmedabad
2	Prayagraj
3	Bengaluru
4	Bhopal
5	Mumbai
6	Kolkata
7	Cuttack
8	Delhi
9	Dispur (Guwahati)
10	Hyderabad
11	Jaipur
12	Chennai
13	Nagpur
14	Dehradun
15	Patna
16	Shillong
17	Shimla
18	Srinagar
19	Thiruvannthaprm
20	Puducherry
21	Aligarh
22	Jodhpur
23	Kochi
24	Lucknow
25	Jammu
26	Chandigarh
27	Panaji (Goa)
28	Port Blair
29	Aurangabad
30	Dharwar

S.No.	Centre Name
31	Madurai
32	Ranchi
33	Gangtok
34	Kohima
35	Imphal
36	Agartala
37	Jorhat
38	Aizawl
39	Itanagar
40	Raipur
41	Tirupati
42	Vishakhapatnam
43	Udaipur
44	Sambalpur
45	Bareilly
46	Coimbatore
47	Kozhikode
48	Gautam Budh Nagar
49	Ghaziabad
50	Gorakhpur
51	Varanasi
52	Vijayawada
53	Gurgaon
54	Faridabad
55	Navi Mumbai
56	Pune
57	Thane
58	Jabalpur
59	Gwalior
60	Ludhiana
61	Ajmer
62	Rajkot
63	Mysuru
64	Vellore

S.No.	Centre Name
65	Tiruchirapalli
66	Ananthapuru
67	Bilaspur
68	Indore
69	Agra
70	Gaya
71	Siliguri
72	Warangal
73	Leh
74	Srinagar(UK)
75	Almora(UK)
76	Nashik
77	Surat
78	Dharamshala
79	Mandi
80	Kargil

Annexure - XX

INDEMNITY BOND

(To be executed on a non-judicial stamp paper of Rs. 200/-)

THIS INDEMNITY executed this _____ day of _____ in favour of EdCIL (India) Limited (EdCIL), a Government of India Enterprise having its registered office at Vijaya Building, 5th Floor, 17 Barakhamba Road, New Delhi – 110001, hereinafter referred to as 'EdCIL/Indemnified' which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the ONE PART; By M/S

_____, (hereinafter referred to as the 'service provider') having its Registered Office at _____ hereinafter referred to as the 'Indemnifier' which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representative, administrators, assigns of the OTHER PART.

WHEREAS, EdCIL desires to incorporate Aadhaar based fingerprint authentication (else digital fingerprint capturing) & facial recognition of candidates, scanning of QR Code of e-AdmitCards and monitoring through live AI-based CCTV video surveillance. In this regard, EdCIL intends to enter into a rate contract for availing the above services wherein EdCIL at its discretion, may choose to avail any, all, or a combination of the above services, partially or fully during its exams.

WHEREAS _____ (the service provider) is the successful bidder selected through open tender to provide services during the examination process conducted by EdCIL's end client.

AND WHEREAS the successful bidder/Indemnifier will provide services to the EdCIL's end client/Indemnified to incorporate Aadhaar based fingerprint authentication (else digital fingerprint capturing) & facial recognition of candidates, scanning of QR Code of e-Admit Cards and monitoring through live AI-based CCTV video surveillance subject to the Indemnity provided herein by the Indemnifier in favour of EdCIL, the Indemnified herein on terms hereunder stated:-

1. The Service Provider shall fully comply with the applicable provisions of law including the Aadhaar Act 2016, Aadhaar Authentication for Good Governance (Social Welfare, Innovation, Knowledge) Rules, 2020, Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 or any other rule made under the Act from time to time and that they shall completely indemnify EdCIL in case of any breach of data in the execution of this contract at any point of time.

IN WITNESS WHEREOF the Indemnifier herein has set his/their/its hands and seal on the date, month and year above first written.

Delivered to the EdCIL/Indemnified at New Delhi.

IN PRESENCE OF WITNESSES:

(INDEMNIFIER)

- 1.
- 2.

Annexure - XXI

BID ACCEPTANCE LETTER

Date: _____

To

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

Sir / Madam,

Subject: Acceptance of Terms & Conditions of NIT No: _____
Name of Bid / Work: _____

I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the bid documents from Page No. _____ to _____ (including all documents such as annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by EdCIL has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the bid conditions of above mentioned bid document(s) / corrigendum(s) in its totality / entirety.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Commission/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Annexure - XXII

INDICATIVE PROFORMA FOR WORK ORDER

To

Date:

The (Name of Vendor)

Subject:

Sir/Madam,

M/s_____is requested to provide following services for __Exam/RT as per Scope of Work and terms & conditions mentioned in the NIT:

- I. QR Code Scanning of e-Admit Cards**
- II. Aadhaar based fingerprint authentication else Digital Fingerprint Capturing**
- III. Facial Recognition of candidates through integrated hand-held device**
- IV. Live AI based CCTV surveillance**

2. Details regarding the ibid Exam/RT is given below:

Details of Centre and Venue with no. of registered candidates: As per list attached.Total
No. of registered candidates:
No. of Days and Shifts in

Examination:Date:

Shift	Commencement time of Shift	Conclusion time of Shift	Commencement time of activities	End time for activities
Shift 1			Two hours before the commencement of Session	10 minutes before the commencement of the Session
Shift 2			Two hours before the commencement of Session*	10 minutes before the commencement of the Session
Shift 3			Two hours before the commencement of Session*	10 minutes before the commencement of the session

Date:

Shift	Commencement time of Shift	Conclusion time of Shift	Commencement time of activities	End time for activities
Shift 1			Two hours before the commencement of Session	10 minutes before the commencement of the Session
Shift 2			Two hours before the commencement of Session*	10 minutes before the commencement of the Session
Shift 3			Two hours before the commencement of Session*	10 minutes before the commencement of the session

* immediately after the conclusion of preceding session if duration between session is less than two hours.

2. You are requested to deploy following no. of cameras at the venues of the Examination:

i. 1 CCTV camera for every 24 candidates at each Exam Hall/Room subject to the condition that at least 1 CCTV camera is installed in every room irrespective of candidates being less than 24. In case of the Exam Hall/ Room having more than 24 candidates, 1 CCTV camera for every 24 candidates shall be installed ensuring that the CCTV camera to candidate ratio is not less than 1:24 and that there are zero blind spots in any Exam Hall/Room. If an Exam Hall/Room has candidates not in multiple of 24, then 1 CCTV camera will also be installed for last lot of candidates which are less than 24. It shall also be ensured that CCTV cameras are installed in the classrooms allocated for VC/LDCP candidates as per the above instructions.

ii. 2 CCTV cameras at the venue covering Entry and Exit of the candidates.

iii. 2 CCTV cameras at Venue Supervisor's Room (Control Room of Venue).

iv. 1 CCTV camera outside each washroom used by the candidates.

3. It is requested to execute the order as per Scope of Work and terms & conditions of the contract.

Yours faithfully,

(Name)

Designation

The Venue Supervisor/ Coordinating Supervisor

The EdCIL has engaged M/s_____for the items of work and schedule mentioned above and has been instructed to approach the Venue Supervisor 2-3 weeks prior to commencement of examination for making onsite preparation in consultation with Venue Supervisor. After conclusion of examination, a joint certificate in enclosed proforma/Service Certificate for satisfactory execution of the work or any remarks thereon is to be submitted to EdCIL. Venue Supervisors are therefore requested for necessary action.

(Name)

Designation

The Venue Supervisor/ Coordinating Supervisor