BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

RATE CONTRACT FOR SELECTION OF AGENCY FOR DESIGN AND DEVELOPMENT OF OLABS

PART I- TECHNICAL BID

EdCIL (India) Limited
A Govt. of India Category-I Mini Ratna CPSE
EdCIL House, Plot No. 18A, Sector 16A,
Noida-201301 (U.P.) India
Tel: 0120 – 2512001-006, FAX: 0120-2515372
Reg. Office: 7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001
CIN No: U74899DL1981GOI011882

NIT No- EdCIL/DES/RC-OLABS/2025/01

DISCLAIMER

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

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

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

EdCIL, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

EdCIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. EdCIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that EdCIL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EdCIL reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

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Notice Inviting Tender
(e-Tendering mode)
EdCIL (INDIA) LIMITED
(A Govt. of India Mini Ratna CATEOGRY-I CPSE)
SECTOR 16A, NOIDA

N.I.T. No.: EdCIL/DES/RC-OLABS/2025/01 **Date:05.02.2025**

Name of work	Rate contract for selection of agency for design and development of OLabs
The Currency in whichpayment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	06.02.2025
Document DownloadStart Date	06.02.2025
Pre-Bid Submission	11.02.2025
Pre-Bid meeting	12.02.2025 at 1200 Hrs
Document DownloadEnd Date and Time	20.02.2025 till 1500 Hrs
Pre-Bid queries should reach by	11.02.2025 till 16:00 Hrs Bid queries received later than the date and time as mentioned above will not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in as per format specified.
Venue of Pre-Bid Conference	Through Online Mode Only Please visit EdCIL website for the information regarding meeting link
Last Date and Time for receipts of Bids	20.02.2025 till 1500 Hrs In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
Date and Time of Opening of TechnicalBids	20.02.2025 at 1530 Hrs
Earnest Money Deposit	Rs. 4,00,000/- (Rupees Four lakh Fifty Only) in form of Bank Guarantee from a Nationalised Bank in India/ Demand Draft. Scanned copy to be uploaded with tender documents and original BG/ DD has to be submitted along with documents as per the Instructions to bidders. In case EMD is submitted in the form of BG, the BG should be valid beyond 90 days after the bid validity date and should be as per the Annexure.

No. of Covers	02 (Two Packets)
Bid Validity days	180 days (From last date of opening of tender)
Performance BankGuarantee (PBG)	3% of the contract value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA.
Email Address	destenders@edcil.co.in,
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301
Registered Office	7th Floor, Amba Deep, 14, KG Marg, New Delhi-110001

1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not got registered in e-procurement should get register/enroll before participating.

2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).

3. Bidders are advised to visit the EdCIL Web site to keep themselves updated for information on this tender. Corrigendum and addendum (if any) may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. The Pre-Bid queries, Corrigendum/addendum are part of the tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines 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.

Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 0120-4156001, 4156002, 4154003

CHAPTER- I
Offline and Online Bid Submission

1.1 Offline Submissions:

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope to EdCIL corporate office, Noida before the start of Tender Technical Bid Opening.

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

a) Original copy of the EMD Security in the form of Demand Draft/BG.
b) Original copy of the power-of-attorney.
c) Original copy of the Non-Blacklisting Certificate.

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** Envelope as explained below: -

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Types**
1.	Technical Bid	Organization Declaration Sheet as per Annexure-I	.PDF
2.		Letter of Undertaking as per Annexure-II	.PDF
3.		Undertaking of non-blacklisting as per Annexure-III	.PDF
4.		Annual Average Turnover as per Annexure-IV	.PDF
5.		Annual Average Turnover for Content as per Annexure-V	.PDF
6.		List of Orders Completed During Last 5 years for Govt. Organizations / Autonomous Institutes in India as per Annexure VI	.PDF
7.		Power of Attorney as per Annexure VII	.PDF
8.		Letter of Bid Submission as per Annexure VIII	.PDF
9.		Earnest Money Deposit as per Annexure IX	.PDF
10.		List of Labs to be developed as per Annexure XII	.PDF
11.		Performa for declaration on proceedings under insolvency and bankruptcy code, 2016 Annexure-XIV	.PDF
12.		Proforma pre contract integrity pact Annexure XV	.PDF
Envelope-2			
Sl. No.	**Documents**	**Content**	**File Types**
1.	Financial Bid	Financial Bid Submission Letter	PDF

2.		Price bid sheet as per bid form and Financial Bid Submission Form	.XLS

Note: The Technical Bid should not contain any financial terms.

CHAPTER-II
Term of Reference & Definitions

Term	Definition
Supplier	Successful/Selected 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 Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any company responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a calendar day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfills the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP/Tender	"**RFP**"/Tender means the Request for Proposals
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	"Consignee" shall mean EdCIL (India) Limited/ end Client.
EdCIL/ Purchaser	"EdCIL/ Purchaser" shall mean EdCIL (India) Limited.
Bidder	"Bidder" means any company responding to Request for Proposal and who makes a Bid.
DIKSHA	Digital Infrastructure for Knowledge Sharing

CHAPTER-III
Instructions for E-Tendering

3.1 Instructions for Online Bid Submission:

1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.

2) 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 www.tenderwizard.com/EDCIL.

3) The bidders are required to submit soft copies of their bids electronically on 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.

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 www.tenderwizard.com/EDCIL. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website 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.

5) All Corrigendum/Amendment/Corrections, if any, will be published on the website www.tenderwizard.com/EDCIL as well as on EdCIL's website.

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.

7) It is mandatory for the bidders to get their Supplier 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/-

(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.

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** www.tenderwizard.com/EDCIL, as there could be last minute problems due to internet timeout, breakdown, etc.

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

10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318/ 8800496478/ 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.2 PREPARATION OF BIDS

1) Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
2) **Please go through 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) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, these can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

3.3 SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that

he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3) Bidder has to pay EMD as applicable through demand draft/BG/direct bank transfer as per tender condition in favor of "**EdCIL (India) Ltd"** payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
4) 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.
5) 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.
6) 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

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.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318/ 8800496478/ 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in

3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

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

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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

CHAPTER-IV
Instruction to bidders

4.1 Due date:

The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.

4.2 Preparation of Bids

The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the technical/financial bid in the given format.

4.3 General

i. 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.

ii. 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 RFP at any time prior to a formal written contract being executed by or on behalf of EdCIL.

iii. This RFP 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.

iv. The offer/bid should be inclusive of GST as per prevailing rates. However, the percentage of GST should be clearly indicated.

v. The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.

vi. Price quoted by the bidder is including all transportation and installation etc. cost (if any).

4.4 Code of integrity

No official of the 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.

4.5 Preparation to Bids:

i. 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.

ii. 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.

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

iv. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

v. 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.

vi. 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.

vii. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

viii. Failure to comply with the below requirements shall lead to the Bid rejection: -
   a. Comply with all requirements as set out within this RFP.
   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 RFP, corrigendum or any addendum issued.

4.6 Language of Proposal:

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

4.7 Bidder's Authorized Signatory:

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized 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.

4.8 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Client and Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.

4.9 EMD:

The bidder should enclose EMD of Rs. 4,00,000/- (Rupees Four Lakhs only) in the form of Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA. In case EMD is submitted in the form of BG, the BG should be valid beyond 180 days after the bid validity date and should be as per the Annexure. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD.

However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission as per Annexure. The Bid sent without EMD will be considered as UNRESPONSIVE and will not be considered.

i. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.

ii. EMD of the successful bidder will be released after the end of rate contract.

iii. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

iv. The Earnest Money will be forfeited on account of one or more of the following reasons:

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

b) Bidder does not respond to requests for clarification of its bid.

c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

e) The Bank details for EMD preparation are

Name: EdCIL (India) Ltd
Bank Account No: 36830596465
IFSC Code: SBIN0000691
Bank Name: State Bank of India
Branch Name & Address: (00691) New Delhi Main Branch-11, Parliament Street, New Delhi-110001

4.10 Acceptance/ Rejection of bids:

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

II. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

4.11 Performance Security

I. Performance security in the form of following against each work order to be submitted by the successful bidder:
   i. FDR/DD from a Nationalized Bank in India.
   ii. Performance Security should be form of Performance bank guarantee (PBG) from a Nationalized Bank in India as per Annexure

II. Performance Security:
   i. Whenever a work order is placed by the EdCIL, the concerned supplier would be required to submit a FDR / DD / PBG as per Annexure of an amount of 3% of the value of each work order issued within 15 working days of placing of order failing which appropriate action may be taken by EdCIL.
   ii. This FDR / DD/ PBG shall remain valid for a period of 90 (Ninety) days beyond the date of

completion of warranty / AMC period.

iii. In case the concerned "Supplier" fails to submit this PBG within the time stipulated, EdCIL at its discretion may cancel the work order for the "Supplier" without giving any notice and terminate the contract.

III. The successful bidder will not be entitled for any interest on the PBGs submitted.

IV. EdCIL shall forfeit their respective PBG in full or part in the following cases:

- When the terms and conditions of contract are breached/ infringed.
- When contract is being terminated due to non-performance of the Supplier.
- EdCIL incurs any loss due to "Supplier's" negligence in carrying out the project implementation as per the agreed terms & conditions.

V. PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.
In case the work order is extended beyond the initial period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

4.12 Amendment in Tender Document

i. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, 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.

ii. 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.

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

4.13 Clarifications on submitted bids

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.

4.14 Validity of Bids

i. Bids shall remain valid till 180 (one eighty) days from the date of submission of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.

ii. 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 may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

iii. 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.

4.15 Pre-Bid Conference

The bidder is requested to submit any queries in writing as per the pre-bid query format by e-mail so as to reach EdCIL . If required, EdCIL reserves the right to conduct the pre-bid meeting using virtual mode only.

i. Queries relevant to the bid documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in
ii. The queries should necessarily be submitted in the format as specified in the Annexure.
iii. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
iv. The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
v. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
vi. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in.
vii. Any such corrigendum shall be deemed to be incorporated into this RFP.
viii. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

4.16 Acceptance/ Rejection of bids

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

CHAPTER-V
Scope of Work

5.1 Introduction

The OLabs are based on the idea that lab experiments can be taught using the Internet, more efficiently and less expensively. The labs can also be made available to students with no access to physical labs or where equipment is not available owing to being scarce or costly. This helps them compete with students in better equipped schools and bridges the digital divide and geographical distances. The experiments can be accessed anytime and anywhere, overcoming the constraints on time felt when having access to the physical lab for only a short period of time.

The features of OLabs include:

- Content aligned to NCERT/CBSE and State Board Syllabus.
- Physics, Chemistry, Biology Labs from Class 9 to Class 12. English and Maths lessons for Class 9 and 10.
- Interactive simulations, animations and lab videos.
- The concepts and understanding of the experiment.
- The ability to perform, record and learn experiments - anywhere, anytime, and individualised practice in all areas of experimentation.

The 'learning-enabled assessment' through OLabs facilitates in the assessment of the procedural and manipulative skills of the experiment, the concepts and understanding of the experiment and a student's reporting and interpreting skills.

The development of OLabs includes the study and use of mathematical techniques to demonstrate the various complex functions in diverse areas of science. The labs make use of cutting-edge simulation technology to create real world lab environments. Thorough study and research are done by research personnel for better understanding of the experimental procedures. Real lab scenarios are captured through live demonstration of the experiment so as to assimilate information on the procedures and lab equipment. Visualisation and development of the graphical symbols are done based on realistic situations and compared with the respective real equipment. Simulations are made interactive using various authoring tools, thus recreating and simulating a real lab environment.

The bidder should demonstrate in-house content development capacity and prior successful implementations. Bidders must also provide mandatory evidence of alignment with the NCERT curriculum and relevant certifications. Bidders are required to showcase live demonstrations of proprietary tools and software for immersive Olab creation and include detailed project plans and timelines as part of their technical submissions. The bidder will be assessed on real-world contextual integration, technical proficiency, and the scalability of proposed solutions.

5.2 Components of Olabs

The following table provides a comprehensive overview of the key components of the OLab, including their respective content, the media employed, and the duration of each section, offering a clear breakdown of the learning experience.

PARTICULARS	SPECIFICATIONS	DURATION	Format
Title	Title of the Experiment/Activity		PDF

Aim	Objective of the experiment/activity		PDF
Learning outcomes and competencies	Based on NEP 2020, NCF-FS (2022), NCF-SE (2023), syllabus, textbooks, lab manuals, and the document published by NCERT, learning outcomes, and competencies must be listed for each experiment/activity/class/age group.	1-2 mins for reading	PDF
Pedagogical procedure/strategies	Appropriate pedagogical strategies/maxims of teaching should be quoted where the experiment can be utilized in theory classes and practical sessions. **Example-** **Class -XI Subject: Biology** **Title: Respiration in germinating buds or seeds** **Pedagogical Procedure: Observation method/ Experiential Learning** Experiments of respiration in germinating buds or seeds can be shown for different seeds, students can be asked to observe the difference in respiration rate and record readings for each seed in a tabular form, then analyze and infer results based on their understanding and present the same in the class.	3-4 mins for reading	PDF
Theory	Class and age-group-appropriate content. Language should be simple and short. The following content types must be included: ● Infographics ● Concept maps ● Flow charts ● Detailed diagrams	4-5 mins for reading	Video/ Animation
Procedure	• Materials/Apparatus required with realistic images. • Steps to be followed. • Preparation • Setup • Measurement • Data recording • Clean up/close up an experiment or activity. • Experiment/activity-specific safety and precautions to be adopted by users.	2-3 mins for reading	Simulation Video
3D/2D Video	● Experiments/activities should be shown ● Close-ups of the result of the experiment/activity must be the major focus. ● must conclude with examples of daily life situations relating to the theory in practice.	6-8 mins (may vary as per the requirement of the content)	Video/Animation
3D Simulation	3D simulation of the experiment/activity with the following specifications: ● the facility of performing it following trial and error method/Explorative and Flexible design could be adopted ● Provision of multiple variables that can be adjusted as per the user's need and preference.	4-5 mins (as per the requirement of the content)	Simulation

	● Special focus on any measuring/data recording/image etc.		
Assessment	Interactive self-evaluation- at least 10 questions Type of questions to be included: ● Higher Order (reasoning/logical) Thinking skill questions ● Activity-based questions ● How the learner relates the studied/explored concept with day-to-day activities	5-6 mins (as per the difficulty level of the question)	Simulation/ Gamification
FAQ	Provide information with simulation and animation to the students about what will happen if ● Any steps missed while experimenting/activity. ● Wrongly added chemical/sample substances/solution/solvent etc while doing an experiment. ● Not following the steps for doing experiments.	1-2 mins for reading	Animation/simulation
Total Duration		Maximum 35 minutes	

5.3 Features of Olabs

Some of the salient features of a OLab are as follows:

- **Scientifically validated**
  The design and development of a Olab must be based on scientific methods. The working principles should be explained scientifically and validated by the experts in the field or sector.
- **Pedagogically Sound Approach**
  The design of the OLab must adhere to the pedagogic principles. It is necessary to develop operation activities suitable for students of a range of age groups to enable them to learn according to their psychological development when designing a OLab.
- **Focus on Interactive Simulations**
  Simulations measure performance or allow users to be assessed by a process appropriate to the situation or a job role. Simulations can replace a live training session, or at an advanced level that may be more expensive, less realistic, hazardous to replace, or ethically less favourable. The principle of interactivity in designing a OLab is convenient for learners to operate and control.
- **Aesthetically appealing and pleasing**
  The design of a OLab should reflect the inherent aesthetic and also conform to the aesthetic psychology of users. The images, textual content and illustrations should be appealing to the users and the navigational aspects should help the users in engaging themselves in learning.
- **Assessment and Feedback**
  This feature allows the users or learners to test their skills and receive immediate feedback on their performance. This can include multiple choice questions, written responses or performance-based assessments.
- **Gamification**

Elements of game playing (including rules to follow, scoring points, etc.) should be included to encourage engagement of users or learners. Teachers should be able to use game-based pedagogy for teaching and motivation. This feature can make learning experiences more engaging and interactive by incorporating elements of a game design, such as points badges etc. into a OLab.

- **Collaborative Learning**
  It allows learners to work together on tasks and projects providing opportunities for social interaction and peer to peer learning.
- **Data Analytics**
  This feature allows instruction to track or analyse learners' progress and performance providing insights into areas where they may need additional support and guidance.
- **Mobile compatibility**
  This feature will allow learners to access the OLabs on mobile devices, making it more accessible and convenient. A mobile first design is recommended, to ensure maximum reach of the OLabs.
- **Scalability**
  This feature will allow the OLab to be adapted and expanded as per the needs of the users and organisations evolve over a period of time.

5.4 Sections of Olabs

1. **Introduction Section:** This section introduces the theoretical pedagogy content including aim and learning outcomes, Pedagogical procedure and strategies
2. **Procedure Section:** The theory subsection content must have following content types.
   - Infographics
   - Concept maps
   - Flow charts
   - Detailed diagrams

   The following content type must be included in procedure subsection:
   - Materials/Apparatus required with realistic images.
   - Steps to be followed.
   - Preparation
   - Setup
   - Measurement
   - Data recording
   - Clean up/close up an experiment or activity.
   - Experiment/activity-specific safety and precautions to be adopted by users.
3. **3D Video/3D Simulation Section:** 3D video should show Experiments/activities, Close-ups of the result of the experiment/activity must be the major focus and must conclude with examples of daily life situations relating to the theory in practice. The 3D simulation should show the facility of performing it following trial and error method/Explorative and Flexible design could be adopted. Also, provision of multiple variables that can be adjusted as per the user's need and preference and special focus on any measuring/data recording/image etc.

4. **Assessment Section**: Students will undergo assessments in this section to evaluate their learning, ensuring they have a clear understanding of their progress.
5. **FAQ Section:** This section shall provide a guide of the frequently asked questions.

5.5 Technical Requirement

The Olab will be deployed on the DIKSHA platform; the technical requirements for each media type are outlined below.

Formats Supported
1. Document based - PDF, EPUB (Max size 50 MB)
2. Audio file MP3 (Max size 150 MB)
3. Video based and Animation based - MP4, WEBM (Max size 15 GB)
4. Interactive / Engaging content - H5P, HTML ZIP (Max size 15 GB)
The HTML Folder should have the following structure
1. Css (folder)
2. Js (folder)
3. Images (folder)
4. Soundfile (folder)
5. index.html
6. Web GL (Size limit-10 MB)

5.6 Guidelines for developing OLabs.

An indicative list of 50 Olabs along with their learning objectives are detailed at Annexure- XII. Further the guidelines for developing the constituents of Olabs are detailed below:

5.6.1 Video

- The voice narration for videos or presenter narrative should be in clear neutral English and Hindi without accents.
- The video should be in the format of a demonstration style.
- The focus of the video is on the job activity and not on the presenter. Also, on screen narration should be given while demonstrating the job.
- The presenter on the screen must be shown for a minimum duration (preferably at the beginning and at the end) to make same video useable in other regional languages easily.
- Every exercise should start with the presenter welcoming the viewers and briefly explaining the activities that are going to be dealt in the exercise.

- The audio has to be clear and of superior quality. Make sure that there is no distracting background noise.
- The backdrop and surrounding view should be clean and free of any distraction items.
- The plant and machinery, tools, and equipment used for demonstration should of good quality.
- Direct references to specific study materials or videos or online content other than Client should be avoided.
- Proper safety gear and the following of safety precautions should be ensured throughout the programme.

5.6.2 Instruction for video recording

- The video shooting should be done in HD Camera/Higher resolution only. It is also recommended to use Tripod to avoid shaky video. Artificial white light (only) is to be added if the environment is dark and the use of lapel mic/ clip mic/ body mic/ collar mic is recommended.
- As per the requirement, the items/objects must be zoom-in/zoom-out for a clear view Long/Short takes.
- The recording should be done from a different angle to suit the requirement and avoid monotony.
- The expert needs to provide detailed descriptions and illustrations on the script/ lesson plan/demonstration plan, in order for the video recorder to visualize the output before shooting.
- While filming, ensure that enough light is available while recording without any shadows on the job/demonstration.
- Repetitive visuals and restricting the same visual for a short duration should be avoided.
- The visuals and commentary should be appropriate and should match the on screen content.

5.6.3 Guidelines for subject Matter Experts(SME)

- If the exercise/video needs more than the specified time, it shall be taken in two or more sessions and the same is to be mentioned at the time of developing the script/lesson plan/demonstration plan by the SME.
- The script/lesson plan/demonstration plan should also describe the video, 2D, 3D, onscreen text and images description.
- The presenter should have a decent look of an instructor with a proper dress code suitable for that particular exercise (like a uniform or formal dress).
- The presentation should be in simple language with proper pronunciation, speed, modulation and appropriate expression.
- Use captions. Points should appear one by one as per the commentary so that the viewers concentrate on the appropriate point at a particular time.

- Before starting the new topic, the expert/presenter should devote 1-2 minutes to refresh the previous topic.
- Plagiarized content must be avoided.

5.7 Designing of OLabs

The design of OLabs should consider the results of the needs analysis and should be based on best practices and proven instructional design principles. The design plan should also include details on the technical specifications, such as hardware and software requirements.

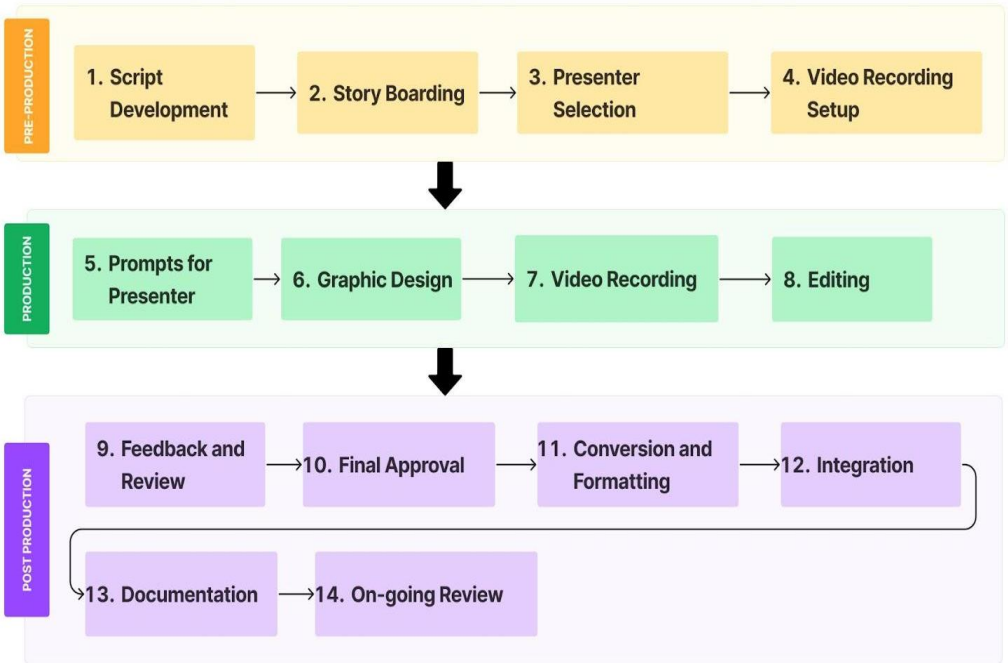
Some common elements that may be included in the design of a OLabs are as follows:

a. Text modules, images and graphics.
b. Interactive and engaging activities, animations and simulations that allow users to practice and apply the skills being taught.
c. Video and audio instruction by subject matter experts.
d. Quizzes and assessments to test understanding and progress.
e. Interactive forums or messaging boards for users to ask questions and receive feedback.
f. Case-based scenarios, case studies and infographics.
g. Access to additional resources and materials, such as e-books or weblinks.
h. Tracking and reporting features to monitor progress and identify areas for improvement.
i. Compatibility with a range of devices and platforms, to ensure that users can access the lab from anywhere and on any device.

5.8 Creation Process for each OLab Component

5.8.1 Demonstration Videos for a OLab

A. Process for creating Demonstration video for OLabs

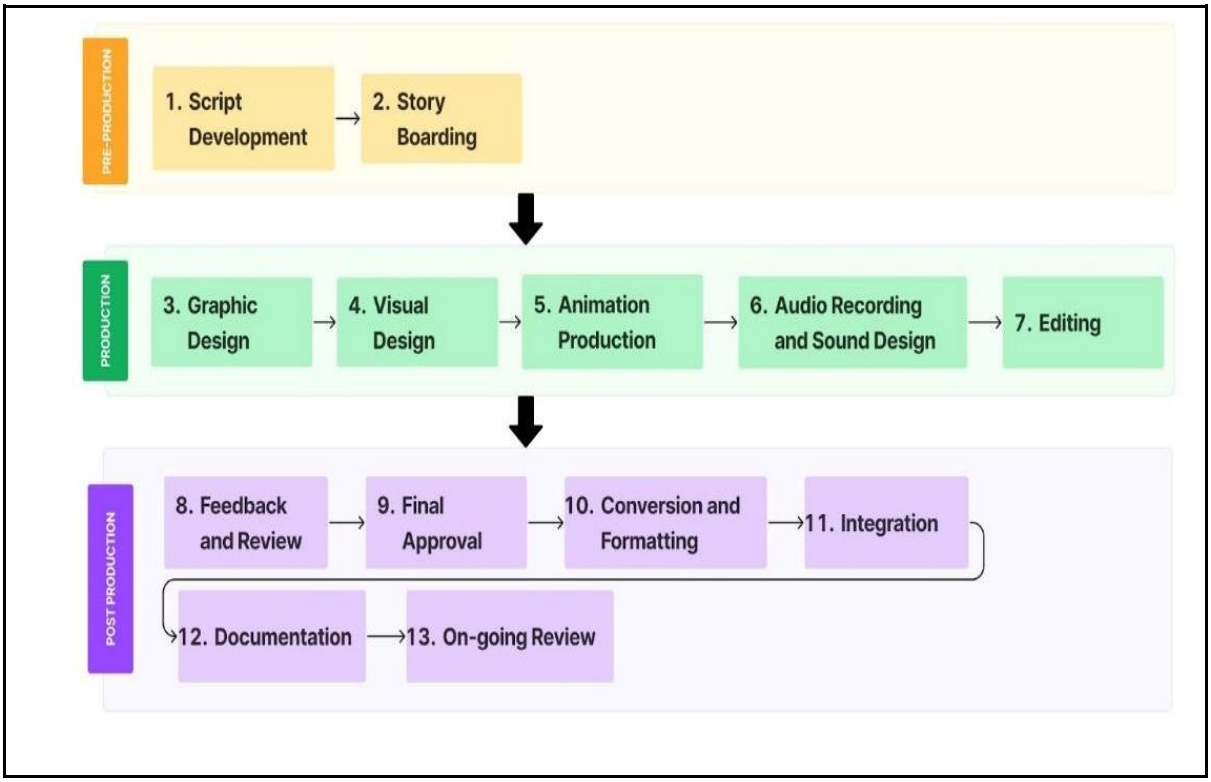


Task	Description
Script Development	• Write a detailed script that corresponds to the storyboard. • The script should include clear and concise instructions for the presenter and any on-screen text or annotations.
Storyboarding	• Collaborate with the instructional designers to understand the specific visuals needed for the video. • Create a visual storyboard that outlines each scene or step in the demonstration video.
Presenter Selection	• Choose a suitable presenter with expertise in the skill to be demonstrated. • Ensure the presenter can communicate effectively and clearly.
Video Recording Setup	• Prepare the recording location with appropriate lighting and a clean, uncluttered backdrop. • Set up cameras, microphones, and any necessary recording equipment. • Make sure all the equipment or props required are available.
Prompts	• Work closely with the scriptwriter to include prompts and cues for the presenter within the script. • These prompts should guide the presenter on when to perform specific actions or explain key points.
Graphic Design	• Design any necessary graphics, diagrams, charts, or visual aids that will enhance the understanding of the skill. • Ensure that the graphics are clear, visually appealing, and

	support the learning objectives.
Video Recording	• Record the demonstration video according to the script and storyboard. • The video should focus on the practical aspects of the skill, providing a step-by-step guide.
Editing	• Compile all the video footage recorded during the demonstration. • Trim the video to remove any unnecessary or off-topic segments. • Add graphics, diagrams, and text overlays to highlight key points and steps during the demonstration. • Incorporate transitions between scenes or steps to create a seamless flow. • Review and enhance audio quality, removing any background noise or interruptions. • Export the edited video in a format suitable for online platforms.
Feedback and Review	• Share the video with subject matter experts or relevant stakeholders for feedback. • Make revisions based on feedback to improve clarity and quality.
Final Approval	Once the video is refined and meets the necessary standards, obtain final approval from the project team.
Conversion and Formatting	Convert the video to the required format and ensure it meets size and compatibility requirements.
Integration	Integrate the final video into the OLab platform or e-learning environment.
Documentation	Maintain documentation that includes the video script, storyboard, feedback, and approval records.
Ongoing Review	• Periodically review the video to ensure it remains accurate and relevant. • Update the video as needed to reflect any changes in best practices or safety guidelines.

5.8.2 Animation Videos for a LAB

Process for Creating Animation Videos for a LAB

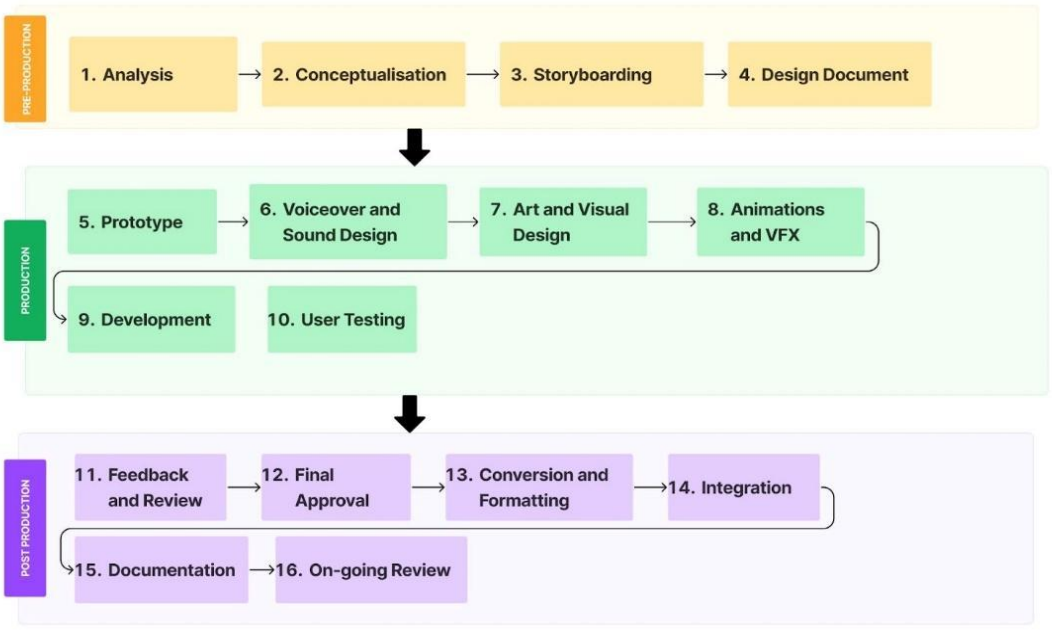


Task	Description
Script Development	• Write a detailed script that corresponds to the storyboard. • The script should include clear and concise instructions for the presenter and any on-screen text or annotations.
Storyboarding	• Collaborate with the instructional designers to understand the specific visuals needed for the video. • Create a visual storyboard that outlines each scene or step in the demonstration video.
Graphic Design	• Design any necessary graphics, diagrams, charts, or visual aids that will enhance the understanding of the skill. • Ensure that the graphics are clear, visually appealing, and support the learning objectives.
Visual Design	• Design 2D and 3D assets, such as characters, objects, and backgrounds, that align with the subject matter. • Ensure that the visuals are engaging and convey the theoretical content effectively.
Animation Production	• Animate the visuals according to the storyboard. This includes movement, transitions, and any interactions between elements. • For 2D animation, software like Adobe Animate or Toon Boom Harmony can be used. • For 3D animation, software like Blender or Maya is commonly

	used.
Audio Recording and sound designing	• Record a clear and engaging voiceover that narrates the theoretical content. • Sync the voiceover with the animation. Additionally, add background music and sound effects to enhance the video's quality.
Editing	• Compile all the video footage recorded during the demonstration. • Trim the video to remove any unnecessary or off-topic segments. • Add graphics, diagrams, and text overlays to highlight key points and steps during the demonstration. • Incorporate transitions between scenes or steps to create a seamless flow. • Review and enhance audio quality, removing any background noise or interruptions. • Export the edited video in a format suitable for online platforms.
Feedback and Review	• Share the video with subject matter experts or relevant stakeholders for feedback. • Make revisions based on feedback to improve clarity and quality.
Final Approval	Once the video is refined and meets the necessary standards, obtain final approval from the project team.
Conversion and Formatting	Convert the video to the required format and ensure it meets size and compatibility requirements.
Integration	Integrate the final video into the OLab platform or e-learning environment.
Documentation	Maintain documentation that includes the video script, storyboard, feedback, and approval records.
Ongoing Review	• Periodically review the video to ensure it remains accurate and relevant. • Update the video as needed to reflect any changes in best practices or safety guidelines.

5.8.3 Simulations for OLAB

Process for Creating Simulations for OLAB



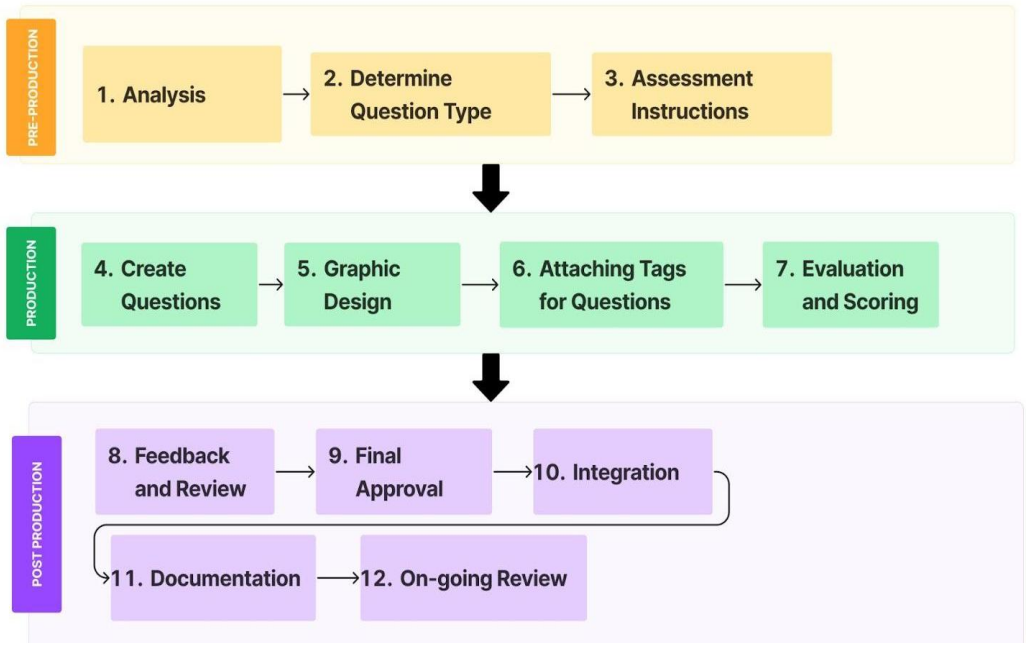
Task	Description
Analysis	• Identify the knowledge and skill level of the learners. • Consider the devices and platforms the simulation should be compatible with.
Conceptualization	• Generate concepts and scenarios that align with the learning objectives. • Set clear rules, parameters, and variables for the simulation.
Storyboarding	• Identify key scenes, user interactions, decision points, and the desired learning outcomes for each section. • Create a visual representation of the simulation's flow, interactions, and outcomes.
Design Document	• A Design Document for a simulation can be used to outline the goals, mechanics, and features of the simulation. • They often share design principles with games, including interactivity and user engagement.
Prototype	• Use relevant software or development tools to create a basic interactive prototype of the simulation. • Focus on functionality and user interactions rather than aesthetics at this stage.

Voiceover and Sound design	• Record a clear and engaging voiceover that narrates the simulation instructions and descriptions. • Add background music and sound effects to enhance the Simulation's quality.
Art & Visual Design	• Create an intuitive and user-friendly interface. • Develop scenarios and situations that allow learners to practice and apply the targeted skills. • Create visual assets, objects, and environments that are consistent with the simulation's theme.
Animations & VFX	• Create interesting 2D & 3D animations when required • Create engaging visual effects for the simulations, user interactions, and outcomes.
Development	• Select an authoring tool or software that matches the simulation's requirements. Tools like Unity, Articulate Storyline, or HTML5/JavaScript libraries can be used. • Develop the simulation's logic, including interactions, feedback, and scoring mechanisms. • If the simulation involves 3D environments or objects, develop the 3D assets. • Integrate graphics, animations, and sounds into the simulation.
User Testing	• Conduct usability tests with a group of representative learners to identify and resolve issues. • Test the simulation on different devices and browsers to ensure compatibility.
Feedback and Review	• Share the simulation with subject matter experts or relevant stakeholders for feedback. • Make revisions based on feedback to improve clarity and quality.
Design for mobile	• Applications as well as for PC. Designing for mobile would need to ensure the optimization of simulations as well, as UI designs etc
Final Approval	Once the simulation is refined and meets the necessary standards, obtain final approval from the project team.
Conversion and Formatting	Ensure the simulation meets size and compatibility requirements.

Integration	Embed the simulation within the e-learning module or OLab.
Documentation	Maintain documentation that includes the simulation script, storyboard, feedback, and approval records.
Ongoing Review	• Periodically review the simulation to ensure it remains accurate and relevant. • Update the simulation as needed to reflect any changes in best practices or safety guidelines.

5.8.4 Assessments for an OLAB

Process for Creating Assessments for an LAB



Task	Description
Analysis	• Identify the knowledge and skill level of the learners. • Identify the lesson and topic for which the assessment is being created.
Determine Question Type	• Decide on the type of question • Consider the cognitive level or Bloom's Taxonomy category that aligns with the

	question type.
Assessment Instructions	• Write clear and detailed instructions for the assessment. • Guide how to complete the assessment.
Create the Questions	• Define Your Learning Objectives • Write the Question • Provide a Hint • Develop the Solution • Determine the Correct Answer
Graphic Design	Develop any images, figures, graphs, or tables required to add to the questions.
Attaching the tags for the questions	Specify various tags for each question by looking at the below categories • Type of the question • Lesson • Topic • Level • Bloom's Taxonomy category tags
Evaluation & Scoring	• Assign Marks • Define Time Constraints
Feedback and Review	• Identify the steps related to refining the assessments based on the results and feedback from learners. • Ensure the questions align with Academic Standards
Final Approval	Once the entire assessment is refined and meets the necessary standards, obtain final approval from the project team.
Integration	• Upload the assessment, including all its parameters, to the platform • Deploy the assessment to your learners, making it available for them to complete.
Documentation	Maintain documentation for all questions, tags, and their scoring.
Ongoing Review	• Use the assessment results to refine your teaching approach. • Identify areas where learners may need additional support or enrichment.

5.11 Additional Scope:

- The content developer of the bidder shall warrant that there is no infringement of any patent or intellectual property rights caused by the development/conversion of e-contents which are subject matter of this project. EdCIL and CLIENT will own the copyright in all deliverable materials created under the project. The content developer shall transfer Intellectual Property Rights (IPR) of all products/LABs/Content developed/enhanced/ modified/ configured under this project to the EdCIL and CLIENT.
- Plagiarism checks - shall be performed to ensure that the content developed by bidder has not been copied from elsewhere. In case the content is found to be plagiarised the selected bidder will have to make necessary changes at no extra cost as per the satisfaction of CLIENT/EdCIL.
- Software used for checking of plagiarism should be licensed and certificate should be provided with the plagiarism result by the selected bidder.
- Do not use any brand image or logo or any material related to your firm or any other firm in the e-learning content.
- Modular Structure of content- The content to be designed as discrete components within the content whole. In other words, module-wise content should be created for each course if size of video is exceeding than the prescribed limit mentioned above.
- The Content Strategist should be stationed at Project Locations i.e. CLIENT for the entire project period.
- The Content Strategist shall carry their own devices for performing their duties, no device shall be provided by EdCIL/Client.

5.12 Copyright

- The developed content will be the sole property of CLIENT and EdCIL. The bidder under no circumstances will sell, lease, use, lend or donate, share the videos, wholly or partly, to any other Client. If any substantial evidence is found, the legal action may be taken by EdCIL.
- The e-learning content developed by bidder should not violate any copy right. If violated the bidder will be solely responsible for legal action.

5.13 Upload Content

The bidder will be responsible for uploading content on the DIKSHA portal. No extra charges shall be paid to bidder for hosting the content on DIKSHA Portal

5.14 The Bidders/ Bidders must consider the following parameters while submitting technical bid:

- Pre-production, shooting and editing, postproduction recording music and professional voice-over.
- The Bidder's production team will be totally responsible for required infrastructure to shoot the video besides, processing, hiring of camera & lights, other equipment, studio hiring, site selection and procuring all the necessary permission for shoot, catering,

transportation, etc. in case of outdoor shooting. No charges shall be paid extra for infrastructure required for shooting.

- Bidder will be responsible for hiring the crew including, SME, Instruction Designer, Project Manager/Art Director, Videographer, animator etc.
- Bidder will be responsible to meet the post-production charges such as: Studio hire for editing charges, Motion graphics Animation charges, Music composition and voice-over charges (English and Hindi), SME, Instruction Designer and any other related charges.
- The firm should be responsible for Visual Storyboard & Artwork, Voice-over for English & Regional Languages, DOP, Camera Equipment, Lighting, Motion graphics, VFX, Film editing and Buying of Royalty, Free Stock Footage, Images if any.
- Video must be well lighted and sharp images should be there. The shoot site should be clean, and objects shown in the video should be presentable. video reshoot may be required if the videos made by the bidder is found unsatisfactory to EdCIL or CLIENT.
- The Bidder shall agree to carry out any technical problems related to uploading video content and rectify it after uploading the e-learning content in DIKSHA platform.
- The bidder should submit all the documents related to the development of this e-learning content to CLIENT and EdCIL after completing of the projects. i.e. All the Source Files, Video, Audio, Images etc for future use.

5.15 Monitoring and supervision of Work/Project

CLIENT and EdCIL shall monitor and supervise the task performed by the bidder and the bidder must comply their recommendations.

5.16 Interpretation of the clauses in the tender Document/Contract Document

In case of any ambiguity in the interpretation of any of the clauses in tender Document and the Contract Document/work order, interpretation of the EdCIL and CLIENT shall be final and binding on all parties.

5.17 Annual Maintenance Contract (AMC)

The bidder must ensure that the developed content remains relevant and functional, offering an optimal learning experience for users over a three- year span. This contract encompasses regular content updates, technical support, bug fixes, performance monitoring, compliance with standards, documentation updates, quality assurance, and additional considerations.

- **Content Updates:** Regularly review the content to identify outdated information, broken links, or any inaccuracies. Update the content as needed to reflect changes in technology, best practices, or curriculum standards.
- **Technical Support**: Provide technical support to resolve any issues related to accessing or interacting with the content. Ensure that the software and technical infrastructure supporting the LABs are up to date and functioning properly. This includes any online platforms, simulations, and interactive elements.
- **Bug Fixes**: Address and fix any software bugs, glitches, or errors that may arise in the interactive elements or functionality. Users should be encouraged to report any problems they encounter.

- **Performance Monitoring:** Continuously monitor the performance and usability of the content. Analyse user feedback to identify areas for improvement.
- **Compliance and Standards:** Verify that the content remains compliant with educational standards and, if applicable. Ensure that any required certifications or accreditations are maintained.
- **Review & Recommendations:** Additionally, the performance of the bidder/bidder will be reviewed periodically by a committee. The reviewing committee's recommendations must be implemented by the bidder/bidder.
- **Documentation Updates**: Keep all documentation, including user guides and manuals, up to date to reflect changes or improvements in the content.
- **Quality Assurance:** Perform periodic quality assurance checks to guarantee the content's high quality, accuracy, and educational value.
- **Content Originality**: Ensure that the content remains free from plagiarism, adhering to the highest standards of originality. Regularly review the content for any potential instances of plagiarism and take corrective actions if necessary.

5.20 Exit Management & Knowledge Transfer

The bidder must establish an exit management system to ensure a smooth transition at the end of the contract. This system should cover data handover, content transfer, and continuity of services. The bidder is responsible for detailed knowledge transfer to provide in-depth insights into the content's structure and functionality. This knowledge transfer should include comprehensive training and documentation.

- **Transition Planning:** Initiate exit planning well in advance, outlining clear objectives, timelines, and responsibilities to facilitate a smooth handover.
- **Documentation Transfer:** Ensure that all relevant documents, including source codes, content files, configuration data, and access credentials, are systematically transferred to the Client. Transfer ownership and access to source codes and software, where applicable. Clarify the technology stack and dependencies, ensuring the Client can maintain or modify the content.
- **Data Backup**: Perform a final data backup to secure content, user data, and system configurations, mitigating the risk of data loss during the transition.
- **User Communication:** Develop a comprehensive communication plan to inform stakeholders, and affected parties about the transition process, any service delivery changes, and potential downtime.
- **Training:** Deliver comprehensive training sessions to designated Client personnel. Cover content management, system administration, troubleshooting, and tool or platform utilization.
- **Content Maintenance Guidelines:** Provide guidelines on content updates, quality checks, and adherence to educational standards. Discuss content review schedules and the process for content improvements.
- **Troubleshooting and Issue Resolution:** Equip the Client with the skills and knowledge to identify and address technical issues effectively, ensuring uninterrupted service.

5.21 Uploading:

Unless specified otherwise in the purchase order, uploading of the content at DIKSHA platform should be undertaken by the successful bidder.

Note: Bidder would be responsible for taking approvals from Client at each stage as specified in the flow chart.

5.22 SLA AND PENALTIES:

(a) The SLA parameters shall be monitored on a Quarterly/yearly basis as per the individual requirement. However, if the performance of the services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified as per the satisfaction of EdCIL/CLIENT, then the EdCIL will have the right to take appropriate disciplinary actions including termination of the contract.

(b) In case these service levels cannot be achieved at service levels defined in the agreement, EdCIL shall invoke the performance related penalties.

(c) In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.

(d) Total penalty will be restricted to 10% of the value of the affected Olab (Quarterly or Yearly).

(e) SLA and Penalties during development of LABs are as follows:

S.No.	Delay in development of OLabs	Penalty
1.	Delay beyond 1 weeks and up to 2 weeks	1% of the total Olab development value.
2.	Delay beyond 2 weeks and up to 4 weeks	2% of the total Olab development value.
3.	Delay beyond 4 weeks and up to 6 weeks	5% of the total Olab development value.
4.	Delay beyond 6 weeks and up to 8 weeks	10% of the total Olab development value.
5.	Delay beyond 8 weeks	Termination of Contract along with forfeitment of PBG and No financial obligation to the EdCIL.

EdCIL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the selected Bidder. EdCIL reserves the right to blacklist the bidder in case of default/penalty beyond 10% of the total work order value.

5.23 Price Validity

The price quoted by the bidder should be valid for a period of 3 years.

5.24 Duration

Duration of the initial rate contract is for 1 year. The same can be extended based on satisfactory performance for one year at a time to maximum period of 2 years. However, the financials would be re-discussed after every year/at the time of renewal of contract based on the volume of business awarded or expected and any other related factors.

5.25 Technology Advancement

According to the technology advancement successful bidder has to upgrade the content without any extra cost to meet the technology advancement of the market.

5.26 Indemnity:

The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

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

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

CHAPTER-VI
Eligibility and Bid Evaluation

6.1 Bid Opening

I. Please note that prices must not be indicated in the Technical bid and must only be mentioned in the financial bid. If Bidder mentions the offered price in its Pre-qualification & Technical bid, then the bids of such bidders will be summarily rejected.

II. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee

III. A committee consisting of officials from EdCIL will be formed to examine the proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals may be treated as non-responsive, if they are:

a) Not submitted in the format as specified in this RFP document;
b) Non-receipt of offline documents specified in the tender document.
c) Found with suppression of details;
d) Submitted with incomplete information;
e) Submitted without the documents required under this RFP;
f) Non-compliant to any of the clauses mentioned in this RFP;
g) Lesser validity period than that prescribed in this RFP

IV. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by the Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples (if any) and reference information as desired by the committee.

6.2 Bid Evaluation Process

Evaluation criteria will be based on evaluation of the bidder meeting the Pre – qualification, evaluation through marking of technical bid and subsequently evaluation of financial bid. The evaluation shall consist of following phases:

a. Pre-Qualification Evaluation
b. Evaluation of Technical bid

c. Evaluation of Financial bid

Pre-Qualification Evaluation

I. The evaluation of the bidders will be carried out as per the pre-qualification criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification Criteria shall be eligible for next round of evaluation i.e. technical evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing. The pre-qualification criteria is defined in clause 6.3 of the chapter.

II. 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 the EdCIL or project.

III. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.

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

Evaluation of Technical bid

I. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall be eligible for next round of evaluation i.e. Financial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.

II. The bidder who meet all the eligibility criteria will be called for the presentation and shall be further evaluated on the basis of the marking scheme. The technical presentation shall be undertaken by a team comprising of experts from EdCIL/Client.

III. The bidder who scores minimum 70 marks in the technical evaluation and minimum 10 marks in the technical presentation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

Evaluation of Financial bid

I. On fulfilment of Pre- qualification criteria and technical compliance financial bids of technically qualified bidders will be evaluated. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.

II. It is mandatory for the bidder to fulfil all Pre-qualification criteria to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

III. The bidder with lowest financial quote (L1) shall be considered for award of contract.

IV. Financial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above.

V. Price quoted by the bidder shall be inclusive of all scope of work.

VI. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

VII. It is mandatory for the bidder to fulfil all the Pre-qualification criteria and to be

technically qualified to being considered for opening of their Financial Bid and evaluation thereof.

VIII. The financial bids shall be opened in presence of representatives of technically qualified bidders, who may be present. EdCIL shall inform the date, place and time for opening of financial bids.

IX. Financial bid will be inspected to ensure conformance to the format provided in the tender document.

X. The bidder shall quote the prices as per the price format given in the Part B - Commercial Bid of this RFP.

6.3 Pre-Qualification Criteria:

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

S.No	Specifics	Documents required
1.	The bidder should be registered legal entity a company registered in India under Companies act 1956 or 2013 with their registered office in India in operation for at least 5 years preceding the bid due date. OR The bidder should be a registered Start Up/Trust/MSME with their registered office in India in operation for at least 3 years preceding the bid due date.	1. Copy of Certificate of Registration/ incorporation 2. Permanent Account Number (PAN) 3. Goods and Services Tax Identification Number (GSTIN)
2.	The bidder should have average annual turnover of 7 crores from IT/ITES services with net profit and positive net worth in each of the last three financial year i.e., 2021-22, 2022-23 and 2023-24. **For MSME/NSIC Registered bidder/Startups/Trust** The bidder should have average annual turnover of 5 crores from IT/ITES services with net profit and positive net worth in each of the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	• Auditor certificate clearly specifying the turnover from IT/ITES services with net profit and positive net worth for each year as per annexure-IV. • Audited profit and loss statement and balance sheet. MSME Bidders should produce valid registration certificate issued by NSIC/MSME.
3.	The bidder must have average annual turnover of 5 crores from the business of educational digital/e-content development during the last three financial years, i.e., 2021-22, 2022-23 and 2023-24.	• Auditor certificate clearly specifying the turnover from development of digital/e-content field as per annexure-V

	For MSME/NSIC Registered bidder/Startups/Trust The bidder must have average annual turnover of 3 crores from the business of educational digital/e-content development during the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	• Audited profit and loss statement and balance sheet. MSME Bidders should produce valid registration certificate issued by NSIC/MSME.
4.	The bidder must have successfully executed the work of development of Educational digital/e-content of either single work order of value not less than 4 crore or two work orders of value not 2.4 Crores or three work orders of value not less than 2 crores in any of the last 5 years preceding on bid due date for any Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools.	Copy of Work order/ Agreement / Certificate of Completion from Client.
5.	The bidder should have experience of development of at least 3000 minutes of educational digital/e-content during the last five years preceding on bid due date for Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools	Copy of Work order/ Agreement /Certificate of Completion from Client and The certificate from Client stating the duration of educational content developed.
6.	The bidder should be an ISO 9001:2015 and ISO 27000 certified company.	• Copy of valid certificate(s) in the name of the bidder attested by the authorized signatory of the company
7.	A Power of Attorney / Board Resolution in the name of the person signing of the tender.	• Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper
8.	Mandatory Undertaking: bidder should: • Not be insolvent • Not have been blacklisted by a central / state government institution Comply with requirements of Registration under contract labor (Regulation & Abolish) Act, wherever applicable	• The bidder shall furnish for insolvency as per Annexure XIV . • The bidder shall furnish Undertaking of Non Blacklisting on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) as per Annexure III.

Note:

- EdCIL reserves the right to verify the work order submitted by prospective bidder from issuing department.
- MSME Bidder should submit valid registration certificate from NSIC/MSME.
- Documents must be provided in support of the following otherwise bids will be summarily rejected.
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- Notwithstanding anything stated above, EdCIL reserves right to assess the bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL.

6.4 Technical Evaluation Criteria

S.No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	Bidder's No. of Years in operation in India for the last five years preceding bid due date.	No. of Years ≥ 10 Years: 10 Marks No. of Years ≥ 7 Years: 7 Marks No. of Years ≥ 5 Years: 5 Marks	10	Incorporation certificate to be submitted
2.	The bidder should have average annual turnover of 7 crores from IT/ITES services in each of the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	≥12 Crore: 15 Marks ≥10 Crore: 10 Marks ≥7 Crore: 5 Marks	15	• Auditor certificate clearly specifying the turnover from IT/ITES services with net profit and positive net worth for each year as per annexure-IV.
3.	The bidder must have average annual turnover of 5 crores from digital/e-content development field during the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	≥10 Crore: 15 Marks ≥ 7 Crore: 10 Marks ≥ 5 Crore: 5 Marks	15	• Auditor certificate clearly specifying the turnover from development of digital/e-content field as per annexure-V
4.	Experience of successfully executing the work of	No. of Project≥ 3: 15 Marks	15	Copy of Work order/ Agreement and

	development of educational e-content of for any Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools in last 5 years preceding on bid due date Single project of value not less than 4 crores or Two projects each of value not less than 2.4 crores or Three projects each of value not less than 2 crores will be counted as 1 project.	No. of Project=2: 10 Marks No. of Project=1: 5 Marks		Certificate of Completion from Client.
5.	The bidder should have experience of development of at least 3000 minutes of educational digital/e-content during the last five years preceding on bid due date for Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools	• 6000 or more minutes will get the maximum 15 marks. • Individual bidders will get marks as follows- = (No. of minutes of educational digital/e-content developed/ 6000)*15	15	Copy of Work order/ Agreement /Certificate of Completion from Client and The certificate from Client stating the duration of educational content developed.
6.	The bidder should be and ISO 9001:2015 and ISO 27000 certified company.	ISO 9001: 5 Marks ISO 27000:5 Marks	10	• Copy of Valid certificate(s) in the name of bidder attested by the authorized signatory of the company.
7.	Technical Presentation (Max 20 Minutes)	Technical Presentation on following features: 1. Demonstration of the Sample Olab Solution. (10 marks) 2. Understanding of Solution, Technology & Functional requirement (2.5 marks) 3. Technical capability and	20	• Sample OLab comprising all the required technologies and all the parameters detailed in the scope of work. • Technical proposal comprising all necessary details. • Technical Presentation copy

		presence of tools/software for developing Olabs. (2.5 marks) 4. Project Planning & Execution Capability (2.5 marks) 5. Content Availability, Quality/Features of Content, Certifications etc. (2.5 marks)		
Total			100	

For MSME/NSIC Registered bidder/Startups/Trust :

S.No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	Bidder's No. of Years in operation in India for the last three years preceding bid due date.	No. of Years ≥ 7 Years: 10 Marks No. of Years ≥ 5 Years: 7 Marks No. of Years ≥ 3 Years: 5 Marks	10	Incorporation certificate to be submitted
2.	The bidder should have average annual turnover of 5 crores from IT/ITES services in each of the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	≥10 Crore: 15 Marks ≥7 Crore: 10 Marks ≥5 Crore: 5 Marks	15	• Auditor certificate clearly specifying the turnover from IT/ITES services with net profit and positive net worth for each year as per annexure-IV.
3.	The bidder must have average annual turnover of 3 crores from digital/e-content development field during the last three financial year i.e., 2021-22, 2022-23 and 2023-24.	≥7 Crore: 15 Marks ≥5 Crore: 10 Marks ≥3 Crore: 5 Marks	15	• Auditor certificate clearly specifying the turnover from development of digital/e-content field as per annexure-V

4.	Experience of successfully executing the work of development of educational e-content of for any Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools in last 5 years preceding on bid due date Single project of value not less than 4 crores or Two projects each of value not less than 2.4 crores or Three projects each of value not less than 2 crores will be counted as 1 project.	No. of Project≥3: 15 Marks No. of Project=2: 10 Marks No. of Project=1: 5 Marks	15	Copy of Work order/ Agreement/ Certificate of Completion from Client.
5.	The bidder should have experience of development of at least 3000 minutes of educational digital/e-content during the last five years preceding on bid due date for Indian Government Department / Ministry / State / District / PSU / Autonomous bodies / Universities / Colleges / Schools	• 6000 or more minutes will get the maximum 15 marks. • Individual bidders will get marks as follows- = (No. of minutes of educational digital/e-content developed/ 6000)*15	15	Copy of Work order/ Agreement /Certificate of Completion from Client and The certificate from Client stating the duration of educational content developed.
6.	The bidder should be and ISO 9001:2015 and ISO 27000 certified company.	ISO 9001: 5 Marks ISO 27000: 5 Marks	10	• Copy of Valid certificate(s) in the name of bidder attested by the authorized signatory of the company.
7.	Technical Presentation (Max 20 Minutes)	Technical Presentation on following features: 1. Demonstration of the Sample Olab Solution. (10 marks) 2. Understanding of	20	• Sample Olab comprising all the required technologies and all the parameters detailed in the scope

		Solution, Technology & Functional requirement (2.5 marks) 3. Technical capability and presence of tools/software for developing Olabs. (2.5 marks) 4. Project Planning & Execution Capability (2.5 marks) 5. Content Availability, Quality/Features of Content, Certifications etc. (2.5 marks)		of work. • Technical proposal comprising all necessary details. • Technical Presentation copy
Total			100	

Note:

- The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this TENDER are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, EDCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participationin future TENDERs/tenders of EDCIL for a period upto 2 years.
- EdCIL reserve the right to discuss with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).
- A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this TENDER (which forms part of this TENDER), duly Signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

6.5 Work Order

i. Based on the Client requirement the work order will be issued to successful bidder on the quoted price.
ii. The quantity of Olabs to be implemented will be based on the requirment of Client.
iii. Failure to provide services as per requirement by bidder may result into forfeiture of EMD, PBG & termination of the contract.
iv. EdCIL will intimate the Supplier in writing regarding any extension in the work order. Extension of the contract would not lead to the extension of any of the in-force work orders.
v. Contract termination shall automatically lead to termination or expiry of all work

orders which were issued based on the contract.

vi. The expiry of the contract does not lead to the expiry of the work order. The supplier must complete the obligation of the work order as per the signed contract until the time duration which will be mentioned in the work order.

6.6. Fraud and Corrupt /Malpractices

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.

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

a. "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.

b. "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 noncompetitive levels and to deprive EdCIL of the benefits of -responsive. free and open competition.

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

d. "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.

II. 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.

III. 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.

6.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP 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-VII
Delivery Timeline & Payment terms

7.1 Timelines for Development of OLabs :

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

S.No.	Milestone	Timeline (In Calendar Days)
1.	Acceptance of LOA	T+2
2.	Submission of Performance Security	T+15
3.	Development of Story Board	T+40
4.	Submission of Olab for upload on DIKSHA portal	T+95

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

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

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

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

Note: Basis the Schedule of deliverable provided above for the Project; the successful bidder would submit a detailed work plan based on the TOR of the Project to the Authority.

7.2 Payment Terms

S.No	Milestone	Payment % of the Contract Value
1.	On approval of the Storyboard development from Client/EdCIL • Acceptance of Storyboard signed by authorized official of CLIENT/EdCIL.	20% of the cost of design and development of OLAB
2.	Payment shall be released on pro- rata basis on development of OLabs and deployment on DIKSHA platform. The bidder should submit the following documents to the EdCIL for the payment: • Acceptance of OLab certification signed by authorized official of CLIENT/EdCIL. • Source Code of the developed OLab	80% of the cost of design and development of OLAB
For AMC, payment will be released as per the following:		
2.	AMC Payment shall be released after successful completion of 1st year AMC/warranty period i.e. after one year from the date of acceptance of content from CLIENT/EdCIL.	1/3rd of the Annual Maintenance cost
3.	AMC Payment shall be released after successful completion of 2nd year AMC/warranty period i.e. after two year from the date of acceptance of content from CLIENT/EdCIL.	1/3rd of the Annual Maintenance cost
4.	AMC Payment shall be released after successful completion of 3rd year AMC/warranty period i.e. after three year from the date of acceptance of content from CLIENT/EdCIL.	1/3rd of the Annual Maintenance cost

Note:

- Payments will be done only on the back to back basis on receipt of the related payment/funds from the end Client, subject to satisfactory acceptance of the deliverables from the end Client as per the submission of the required document.
- AMC/warranty start will be reckoned from the date of acceptance of OLabs from CLIENT/EdCIL.
- Part payment can be made in accordance to the progress of the project.

7.3 Performance Security/Performance Bank Guarantee

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of Work Order. The Performance Bank Guarantee shall be issued in favour of **"EdCIL (India) Limited"** to be valid for a period of 90 days beyond the date of completion of O&M/AMC period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.

Chapter-VIII
Key Contract Terms

8.1 Arbitration

- Any dispute arising out or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Indian International Arbitration Centre (IIAC) in accordance with the Indian International Arbitration Centre (conduct of arbitration) Regulations (IIAC regulations) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.
- The place/seat of arbitration shall be New Delhi India. The tribunal shall consist of one arbitrator(s)
- The law governing the arbitration agreement shall be Indian law. The language of the arbitration shall be English. The governing law of the contract shall be Indian law
- The arbitration cost shall be borne by the supplier.

8.2 Non-Disclosure

The bidder 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.

8.3 Risk Purchase Clause

In event of failure of development of OLabs within the stipulated delivery schedule, the EdCIL has all the right to develop the labs from the other source on the total risk and cost of the selected bidder under risk purchase clause.

8.4 Compensation

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

8.4 Representations and Warranties

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Scope of Work Proposed in this document.

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

8.5 Limitation of Liability

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

8.6 Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving

Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8.7 Force Majeure

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

I. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the EdCIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

II. If a Force Majeure situation arises, the bidder should promptly notify the EdCIL in writing of such conditions and the cause thereof. Unless otherwise directed by the EdCIL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.8 Prices

I. The price should be quoted in per unit (with breakup) and must include all development charges, and any other charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.

II. The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.

III. The price quoted should be inclusive of 3 years of O&M/AMC charges including basic training and demonstration to the CLIENT.

8.9 Notices

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

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

Supplier: (To be filled in by the supplier)

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

8.10 Supplier Integrity

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

8.11 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.

8.12 Applicable Law

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

8.13 Taxes

Selected Bidder should be entirely responsible for all taxes, duties and any other charges etc., incurred until uploading of the OLabs on any portal presented by EdCIL. EdCIL shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ any other Charges will be paid.

8.14 Termination for Default

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

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

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

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

IV. In case supplier fails to submit PBG within stipulated time, EdCIL reserves the right to terminate the contract without any further notice.

V. For the purpose of this Clause:

- "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

8.15 Tender Conditions with Implementation of Insolvency and Bankruptcy Code, 2016 (IBC)

a) It will be the responsibility of the bidder to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

b) If the bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.
c) EdCIL reserves the right to cancel/terminate the contract without any liability on the part of EdCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
d) EdCIL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
e) A declaration / undertaking shall be submitted by the bidder in the Format (as per ANNEXURE-XIV) along with techno commercial bid.

8.16 Guide lines for Evaluation & Short closure:

a) After opening of price bid but before award, if a bidder(s) is(are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).
b) During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) is initiated against a contractor and EdCIL shall have the right to short close the contract.

8.17 Award of Contract

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

8.18 User Manual

Manual detailing, how to use LABs with including all its procedures and steps should be provided.

8.19 Acknowledgement

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

8.20 Price Information

Price information shall not be there in Technical Bid.

8.21 Rates in Figures and Words

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

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

8.22 Fall Clause

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

8.23 Termination for Convenience

EdCIL reserves the right to terminate the contract at any time without assigning any reason thereof.

ANNEXURE-I

<< Organization Letter Head >>

DECLARATION SHEET

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

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

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

(Signature of the Bidder)

Name: _____

Seal of the Company

ANNEXURE II

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

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

Sir,

SUBJECT- Rate contract for selection of agency for design and development of OLabs

This bears reference to EdCIL Bid No. **EdCIL/DES/OLAB/2025/01** 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 Technical and Financial Bid.

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

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

Thanking you,
Yours faithfully,

Name of the Bidder_____
Authorized Signatory_____
Seal of the Organization_____

Date:
Place:

ANNEXURE III

UNDERTAKING OF NON BLACKLISTING

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

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

Authorized Signatory

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

ANNEXURE IV

Financial Statement

S. No.	Financial Year	Annual Turnover from IT/ITES services (Rs. In Crore)	Net Worth (Rs. In Crore)	Profit/Loss (Rs. In Crore)
1.	2021-22			
2.	2022-23			
3.	2023-24			
Total				
Average of FY 2021-22, 2022-23 and 2023-24				

Note: Certificate from Statutory Auditor/ Charted Accountant certifying balance sheet for all three FY 2021-22, 2022-23 and 2023-24 to be attached.

Signature with Seal of the Chartered Accountant with UDIN No.

Signature with Seal of the Bidder

ANNEXURE-V

FINANCIAL STATEMENT FROM DEVELOPMENT OF EDUCATIONAL DIGITAL/E-CONTENT

S.No.	Financial Year	Annual Turnover from Development of educational digital/e-content (in Crores)
1.	2021-22	
2.	2022-23	
3.	2023-24	
Total		
Total in Words		
Average		
Average in Words		

Signature with Seal of the Chartered Accountant with UDIN No.

Signature with Seal of the Bidder

-

ANNEXURE-VI

List of Orders Completed in any of the last 5 years

Bid No.:
Date:
Name of the Bidder:

S.No	Name of Client	Name of the Project and brief description	Value (Exc Tax)	Date of award	Date of Completion	Current Status and duration of maintenance period for ongoing project	Name of Contact Person along with Contact No. and official Email Id
1.							

Note: All the work order mentioned above should be submitted by the bidder in the Technical bid.

Signature of Bidder

(Signature with seal)

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

ANNEXURE-VII

Power of Attorney

Know all men by these presents, we…… (name of firm and address of the registered office) do hereby constitute, nominate
appoint and authorize Mr./Ms……. son/daughter/wife of ……. and presently residing at……., who is presently employed with /retained by us and holding position of…….as our true and lawful attorney

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the Client>……project, proposed to be developed by the

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

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

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

THIS ……. DAY OF ……. 2025.

For …… (Name and registered address of Client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

…….

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

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

ANNEXURE-VIII

LETTER OF BID SUBMISSION

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

SUBJECT: RATE CONTRACT FOR SELECTION OF AGENCY FOR DESIGN AND DEVELOPMENT OF OLABS

-Submission of Bid -

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/altered any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its Client on this account.

3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.

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

S.No.	Name of Work	Certificate From

6. Earnest Money Deposit amounting to Rs.4,00,000 in the form of DD/Pay Order No. ---------- dated ---------- issued by ---------- Bank is submitted.

7. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable

Enclosures:

Date of Submission :

ANNEXURE – IX

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No._____

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

Whereas ..... (here in after called "the Bidder") has submitted its Bid dated .....(Date) in response to the RFP No:..... for RATE CONTRACT FOR SELECTION OF AGENCY FOR DESIGN AND DEVELOPMENT OF OLABS" (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:

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

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

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

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

Dated: the Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No. ---------

1. Full Address----------

Annexure X

Name of the Bank: _____

To

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

PERFORMANCE BANK GUARANTE FORMAT

In consideration of the Chief General Manager EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____ Dt :_____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called "the said Bidder" 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 Bidder for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Ltd.

2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the CGM(DES), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Bidder of any of the terms of conditions contained in the said agreement or by reason of the Bidder 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 Bidder 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 Bidder 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 Bidder and accordingly discharges this guarantee.

5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

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

6. We _____ (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Bidder 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 Bidder for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Bidder 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 Bidder.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

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- XI

LIST OF AUTHORISED BANKS FOR BG

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

Following banks are permissible for accepting Bank Guarantees:

I- SCHEDULED PUBLIC SECTOR BANKS

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

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II- SCHEDULED PRIVATE SECTOR BANKS

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

ANNEXURE- XII

LIST OF OLABS TO BE DEVELOPED

Sr. No.	Class	No. of Labs
1.	IX	13
2.	X	13
3.	XI	12
4.	XII	12
Total Labs		50

Class IX

Lab No.	Subject	Title	Key Learning Outcomes
Lab 1	Chemistry	To determine the density of a liquid (other than water) by using a spring balance and a measuring cylinder.	• Understand the concept of density as mass per unit volume and its importance in characterizing materials. • Use a spring balance to accurately measure the mass of a known volume of the liquid.
Lab 2	Chemistry	To determine the boiling point of water and melting point of ice.	• Explain the concepts of boiling point and melting point as temperature points at which changes of state occur. • Reflect on the significance of boiling and melting points in everyday life.
Lab 3	Chemistry	Arrangement of subatomic particles of different atoms around us	• Understand the concept of atoms and molecules. • Explain the concept of arrangement of subatomic particles of an atom.
Lab 4	Physics	Third law of motion	• Describe Newton's Third Law of Motion • Recognize the action and reaction forces in situations like recoiling of gun, motion of rocket
Lab 5	Physics	Conservation of Momentum	• State the Law of conservation of momentum • Understand the conservation of momentum in collision of two balls • Apply the concept of conservation of momentum for bodies of different mass
Lab 6	Physics	Free Fall	• Understand the meaning of Free Fall • Discuss the variation of acceleration due to gravity(g) with height • Calculate the value of g for Earth
Lab 7	Mathematics	Different criteria for congruence	• Establishes properties of congruence of triangles using different geometric criteria

		of triangles	• Find distances using congruent triangles • Understand why ASS is not a valid condition of congruence
Lab 8	Mathematics	Parallelograms on the same base and between the same parallels are equal in area	• Identify the criteria when two parallelograms have the same area • Compare the area of a parallelogram given the area of another parallelogram that shares the same base. • Find base lengths and heights of parallelograms given the area of another parallelogram. • Analyze that a parallelogram and a rectangle that are between the same pair of parallel lines and share a common base have the same area.
Lab 9	Mathematics	Sum of either pair of opposite angles of cyclic quadrilateral is 180 degree	• Understand the meaning of cyclic quadrilaterals. • Apply the property of cyclic quadrilateral in mathematical problems.
Lab 10	Biology	Plasma membrane or cell membrane	• Visualize and identify key components of the plasma membrane • Compare the structure and function of plasma membranes across different cell.
Lab 11	Biology	Cytoplasm	• Identify the components of the cytoplasm • Understand the roles of the cytoplasm in cellular metabolism, including protein synthesis, energy production, and storage
Lab 12	Biology	Permanent Tissues	• Differentiate between different types of permanent tissues in plants
Lab 13	Biology	Muscular tissue	• Differentiate between different types of muscular tissue: skeletal muscle, cardiac muscle, and smooth muscle. • Understand the function of each muscle tissue

Class X

Lab No.	**Subject**	**Title**	**Key Learning Outcomes**
Lab 1	Biology	Cell Organelles	• Explore and interact with detailed 3D models of cell organelles • Manipulate the models to see different perspectives and understand the structures better.
Lab 2	Biology	helix structure of DNA	• Understand and label different parts of DNA • Explore the double helix structure from within.
Lab 3	Chemistry	Allotropes of carbon	• Understand different allotropes of carbon, including graphite, graphene diamond, and fullerene. • Describe structure allotropes of carbon, including graphite, graphene diamond, and fullerene. • Explain the physical properties between the different carbon allotropes. • understand why diamond is hard and transparent, while graphite is soft and conducts electricity.

Lab 4	Chemistry	Study of the pH of Solutions	• Understand the pH scale used to measure the alkalinity and acidity nature of a given solution. • Describe the color changes observed when using litmus paper and universal indicators to test for acidic, neutral, or alkaline solutions. • list different plants and natural substances that can be used as indicators for acids and alkalis.
Lab 5	Chemistry	Soaps and detergents	• Describe the process of saponification. • Explain the cleaning action of soaps and detergent forming micelles • Differentiate between soap and detergent and their basic components.
Lab 6	Physics	Heating effect of electric current	• Describe the factors on which heat of resistor depends • Explain the cause of heating in electrical appliances • Understand the practical applications of heating effect
Lab 7	Physics	Domestic Electric Circuits	• Understand the concept of electricity supplied to houses • Apply the information for safety measures • Describe the function of earth wire
Lab 8	Physics	Defects of Vision and their correction	• Understand the concept of Myopia, Hypermetropia and Presbyopia. • Explain the methods to correct the defects of Eye
Lab 9	Physics	Refraction of Light through a Prism	• Explain how light bends when it passes from one medium to another of different density. • Define key terms such as refraction, angle of incidence, and angle of refraction.
Lab 10	Mathematics	Concept of Arithmetic Progressions	• Relate arithmetic sequences in a variety of contexts • Understanding term associated with APs, such as the first term and common difference • Understanding the formulas for finding the nth term and the sum of n terms of an AP. • Using the knowledge of APs to solve real-world problems.
Lab 11	Mathematics	Verify the distance formula by graphical method	• Derives formulae to establish relations for geometrical shapes in the context of a coordinate plane. • Find a missing coordinate given the distance between two points. • Solve word problems by finding the distance between two points on the coordinate plane.
Lab 12	Mathematics	Criteria for similarity of two triangles	• Establishes properties for the similarity of two triangles using different geometric criteria • Use similarity to calculate unknown angle measures, scale factors, unknown lengths, and perimeters • Use the similarity of two triangles to find indirect measurements in real-life situations.

Lab 13	Mathematics	Height and Distance	• Determines all trigonometric ratios with respect to a given acute angle (of a right triangle) • Measuring the heights of towers or big mountains. • Determining the ` of the shore from the sea

Class XI

	Subject	**Title**	**Key Learning Outcomes**
Lab 1	Chemistry	Demonstrate different types of chemical bonds (ionic,covalent, metallic) and molecular structures in 3D	• Understand Chemical Bonds and causes of chemical bonding. • Illustrate different types of bonds formed by the atoms (iconic, and covalent bonds) • Illustrate the transfer of electrons between atoms to form ionic bonds. • Demonstrate sharing of electrons between atoms to form covalent bonds.
Lab 2	Chemistry	Some Basic Concepts of Chemistry	• Explain atoms, molecules, states of matter, elements and compounds. • State Laws of Chemical Combinations
Lab 3	Chemistry	Study the Process of Filtration	• Understand the concept of filtration and its applications. • Describe the process of filtration. • Describe the various methods of filtration.
Lab 4	Chemistry	Molecular shape of molecules using VSEPR theory	• Explain VSEPR Theory and postulates of the theory • Illustrate Geometry of molecules in the central atom has no lone pair of electrons
Lab 5	Physics	To determine the radius of curvature of a given spherical surface by a spherometer	• Calculate the height and distances between the legs of the spherometer to determine the radius of curvature of a spherical surface. • Apply the spherometer formula to find radius of curvature for different spherical objects
Lab 6	Physics	To determine the mass of two different objects using a beam balance	• Understand the concept of beam balance • Calculate the mass of two different objects using a beam balance
Lab 7	Physics	Types of waves (transverse and longitudinal)	• Illustrate key components such as crest, trough, wavelength, and amplitude. • Describe the longitudinal wave and transverse waves. • List out the examples of longitudinal waves and transverse waves.
Lab 8	Physics	Torque and Rotational Equilibrium	• Explain the relation between torque and rotational equilibrium. • Understand the principle of moment of rotational equilibrium • Calculate torques in balanced systems
Lab 9	Mathematics	Geometrical significance of	• Express the derivative of a function as an equation or a graph

		derivative	• Identify extrema and critical points of a function. • Demonstrates ways to relate differentiability and continuity of a function with each other.
Lab 10	Mathematics	Construct parabola and ellipse	• Determine conversion between general and standard forms of equations of conic sections • Identify whether an equation of a conic section describes a parabola, a circle, an ellipse by examining its discriminant.
Lab 11	Biology	Phases of growth in plants	• define and differentiate between the three main phases of growth in plants: meristematic phase, elongation phase, and maturation phase • 2.to illustrate the transitions between these growth phases in different plant tissues and organs.
Lab 12	Biology	Heterophylly in (a)larkspur and (b) buttercup	• define heterophylly and distinguish between different types • Identify environmental factors (e.g., light intensity, water availability) and developmental cues (e.g., age of the plant) influencing heterophylly in larkspur

Class XII

Lab No.	Subject	Title	Key Learning Outcomes
Lab 1	Biology	Preparation and study of mitosis in onion root tips	• understanding of the stages of mitosis by observing and studying the root tip cells of onions under a microscope, enhancing their knowledge of cellular division and the role of mitosis in growth and reproduction.
Lab 2	Biology	Principle of inheritance	• To differentiate between genotype and phenotype and their roles in inheritance • To explain the principle of inheritance and explain patterns of inheritance observed in traits controlled by single genes.
Lab 3	Chemistry	Electrochemical cell	• Explain Daniel cell and Galvanic cell • Define terms like Gibbs energy, redox couples, electrode potential, SEP, anode, cathode, cell potential and emf
Lab 4	Chemistry	Biomolecules	• Understand the various components of biomolecules. • Discuss the concept of nucleic acids, types of nucleic acids and biological functions of nucleic acids • List the Chemical Composition of Nucleic Acids
Lab 5	Physics	Phenomena of interference	• Illustrate the interference of Light waves • Understand Young's arrangement to produce interference pattern
Lab 6	Physics	Concept of Diffraction	• Define phenomenon of diffraction • Illustrate different diffraction pattern based on different size of slit,obstacle and wavelength
Lab 7	Physics	Polarization	• Understand the concept of polaroids. • State Malus' law • Demonstrate the practical applications of polaroids

Lab 8	Physics	To design an automatic traffic signal system using a suitable combination of logic gates	• Understand the automatic signaling system. • Understanding of digital electronics and logic design principles. • Illustrate the automatic signaling system for vehicles.
Lab 9	Physics	Photoelectric effect	• Explain the concept of Photoelectric effect. • Demonstrate the experimental setup for Photoelectric effect. • Compare Hertz's and Hallwach's observations for photoelectric effect.
Lab 10	Physics	Radioactive decay process	• Understand the concept of alpha, beta and gamma decay • Explain the process of Radioactive decay process. • Describe the three types of radioactive decay process. • Illustrate the emission of particles and energy during each process.
Lab 11	Mathematics	Increasing and decreasing functions.	• Identify different types and functions. • Identify the increasing and decreasing intervals of a simple function from its equation. • Explore conditions for which a given equation is increasing or decreasing.
Lab 12	Mathematics	Increasing and Decreasing Functions in Application of Derivatives	• Understand the use of derivatives to identify whether a function is increasing or decreasing in a given interval. • Find the value of f(x) increases with increase in variable x and decreases with the decrease in the value of variable x.

Annexure XIII

Pre-Bid Query Format

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

RFP Description				
RFP No.				
Organization				
Address				
Contact Person				
Contact No.				
Mail Id				
S.No.	Section No.	Page No.	Clause as per RFP	Clarification Sought

Annexure XIV

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

Tender No. : .....
Name of Work : .....
Bidder 's Name : ..... .

I/ We, M/s. _____ declare that:-

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

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

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

Place:
Date: Signature of Bidder Name of Signatory

ANNEXURE-XV

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 …. 2025, 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 _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards "_____(Name of the Work)."

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 …….. 2024.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of 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 ……2024 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 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

3. Commitments of Bidders

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

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

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data

carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

4. PREVIOUS TRANGRESSION

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

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

5. EARNEST MONEY DEPOSIT

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs…….. as Earnest Money with the EdCIL through Account Payee Bank Draft/BG in favor of EdCIL (India) Limited. In case EMD is submitted in the form of BG, the BG should be valid till ….. days from submission of bid , as per the Annexure. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs are advised to submit their financial solvency certificate issued not earlier than 3 months from the last date of bid submission.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such

extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

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

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

6. SANCTIONS FOR VIOLATIONS

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

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

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

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

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

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from

such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

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

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

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

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

7. INDEPENDENT MONITORS

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

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

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

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

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

7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction

to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

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

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. …….. towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding

the Bidder with successful bidder.

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

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

EdCIL (India) Limited	BIDDER
Name of the Officer :	CHIEF EXECUTIVE OFFICER
Designation:	
Witness:	Witness:
1. _____	1. _____
2._____	2. _____

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