



**Calling of Short-term open two-packet QCBS system
based e-Tenders from
Expert Consulting Firms/ Agencies for Setting up of
'Consulting-Project Management Unit (CPMU)'
on behalf of National Book Trust (NBT) for
New Delhi World Book Fair (NDWBF) 2023 and other
Book Fairs in India and Abroad.**

NIT No.: EdCIL/AS/CPMU/NBT/2023

Dated: 03/01/2023

EdCIL (India) Limited
(A "MINI RATNA" Govt. of India Enterprise)
Corporate Office: "EdCIL House", Plot No.18A, Sector-16A NOIDA –
201301 (UP), INDIA
Registered Office: Vijaya Building, 5th Floor, Barakhamba Road, New Delhi
– 110001, INDIA
CIN No.: U74899DL1981GOI011882
Tel: 0120-4156001-02, 4154003, 2512004-06,
Fax: +91-120-2515372

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

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

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The issue of this TENDER 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.

ABBREVIATIONS

AS	Advisory Services
CA	Chartered Accountant
CFA	Chartered Financial Analyst
CPMU	Consulting Project Management Unit
CPSE	Central Public Sector Enterprise
DD	Demand Draft
DPR	Detailed Project Report
DSC	Digital Signature Certificate
EdCIL	Educational Consultants India Limited
EMD	Earnest Money Deposit
GOI	Government of India
HESPIS	Higher Education Statistics and Public Information System
ICT	Information and Communication Technology
IIM	Indian Institute of Management
IIT	Indian Institute of Technology
IIIT	Indian Institute of Information Technology
IISER	Indian Institute of Science Education and Research
LLP	Limited Liability Partnership
LOA	Letter of Award
MBA	Master's in Business Administration
MDM	Mid-Day Meal
MOE	Ministry of Education
MORD	Ministry of Rural Development
MSDE	Ministry of Skill Development and Entrepreneurship
MSME	Micro, Small & Medium Enterprises
NBT	National Book Trust
NCR	National Capital Region
NDWBF	New Delhi World Book Fair
NIT	Notice Inviting Tender
NMEICT	National Mission on Education through Information & Communication Technology
NSDC	National Skill Development Corporation
PBG	Performance Bank Guarantee
PPT	Power Point Presentation
PQ	Pre-Qualification
PMC	Project Management Consultancy
PMMMNTT	Pandit Madan Mohan Malviya National Mission on Teachers & Teaching
PMSU	Project Management Support Unit
QCBS	Quality cum Cost Based System
SSA	Samagra Shiksha Abhiyan
SSC	Sector Skill Councils
TOE	Tender Opening Event
TSG	Technical Support Group

DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (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 (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure/s, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any service provider/ agency/ company/ contractor/ supplier 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.
Contractor	means a Service provider/ Agency means who is able to provide services to EdCIL.
Day	"Day" means a working day as per Government of India (GOI).
EdCIL	EdCIL (India) Limited.
TC	Tender Committee
NCR	Only for this tender purpose, NCR may include Delhi, Gautam Budh Nagar (NOIDA & Greater Noida), Ghaziabad, Faridabad, Gurgaon.
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
SoW	Scope of Work
Agency	" Agency " means a Service provider/ Contractor who is able to provide services to EdCIL.
Proposal	" Proposal " means the Technical Proposal and the Financial Proposal of the Consultant.
RFP	" RFP " means the Request for Proposals to be prepared by the agency.

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CHAPTER - 1: INTRODUCTION

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Education (MOE). It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only CPSE (Central Public Sector Enterprise) under the Ministry of Education to serve the education sector.

1.1 The company over its Four decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERS etc.) and large corporates.

1.2 EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Education like "Samagra Shiksha Abhiyan (SSA)", "Mid-Day Meal Scheme (MDM)", "National Mission on Education through Information & Communication Technology (NMEICT)", "Higher Education Statistics and Public Information System (HESPIS)", "Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)" etc.

1.3 EDCIL presently has strong verticals in the following areas:

1.3.1 Educational Infrastructure Services (EIS): The EIS vertical provides Educational Infrastructure Services (**Turnkey execution and Project Management Consultancy** (PMC)) services to the Educational Institutions.

1.3.2 Educational Procurement Services (EPS): EPS vertical provides the **Procurement of educational aids** ranging from school kits to hi-tech laboratory equipment focusing on maximizing Total Cost of Ownership in educational and human resource development space.

1.3.3 Advisory Services (AS): Offers advisory services ranging from preparation of **Detailed Project Report (DPR)**, formulation for setting up of any Educational Institution, organizational restructuring, impact assessment studies and curriculum deigning etc. Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:

- Preparation of Concept notes & Detailed Project Reports (DPRs) (Greenfield and Brown field), for all domestic institutions across states and central ministries and for expansion of global institutions in select countries in South East Asia and the Middle East
- Organization Restructuring (sectoral/ institutional)
- Improving Operational Efficiency
- Digitization Planning

- Training Designing
- Impact assessment of two to three key schemes across different states
- Designing of new education schemes
- Policy recommendations to states
- Education content Design

1.3.4 Online Testing & Assessment Services: The company offer **online recruitment** services to various Government Departments/ Public Sector Undertakings, Educational Institutions in order to select and appoint executives for various organizations, on Pan-India Basis. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.

1.3.5 Digital Education System (DES): The Company focuses on all emerging areas of **IT/ ICT** applications in the both **Schools and Higher education**, such as Wi-Fi and Network Solutions, ERP implementation, E-content preparation, Virtual Classrooms and Smart Campuses etc.

1.3.6 Overseas Education Services (OES): The following services are specifically offered to high potential target markets covering mostly SAARC, Middle East and African nations:

- Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes.
- Student/ faculty exchanges.

1.3.7 Technical Support Group (TSG): This is EDCIL's project management and logistical support vertical to extend operational support to Ministry of Education (MOE) in implementing several Mega Pan-India projects/ schemes.

1.3.8 Study in India Programme: MOE appointed EdCIL as nodal agency for implementation of recently launched programme "Study in India"; initiative aims to make India a preferred education hub for students all across the globe, by elevating its position in the global educational landscape.

1.3.9 Skill Development: EdCIL is diversifying itself in the area of skill development on Pan India basis to develop skills of youths through imparting of training in diversified sector etc., in association with Ministry of Skill Development and Entrepreneurship (MSDE), Ministry of Rural Development (MoRD), National Skill Development Corporation (NSDC), Sector Skill Councils (SSC), State Skill Development Missions and other Departments under initiatives of Govt. of India & State Govt on the theme of Skill Development Programmes."

1.4 The company has expertise and large network of alliance partners and tie-up with quality monitoring bodies to undertake skill building including Information and

Communication Technology (ICT) training and Teachers training projects. The successful clients include:

National

Various Ministries; State Government; Statutory/ Autonomous Bodies/ Public Sector Undertakings; Private Sector;

Overseas

Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealandetc.

1.5 EdCIL has executed several projects in above mentioned areas funded by World Bank, African Development Bank and other International Organizations.

CHAPTER - 2: NOTICE INVITING TENDER

NIT No.: EdCIL/AS/CPMU/NBT/2023

Date: 03/01/2023

2.1 EdCIL (India) Limited, on behalf of National Book Trust, Ministry of Education invites short-term open two-packet QCBS system based e-tender from Expert and experienced Consulting Firms/ Agencies for Setting up of 'Consulting-Project Management Unit (PMU)' on behalf of National Book Trust (NBT) for 'New Delhi World Book Fair 2023' (NDWBF-2023) and other Book Fairs in India and Abroad. The CPMU shall be stationed at the office/ locations as assigned by NBT.

S. No.	Item	Details
1	Name of Work	Setting up of 'Consulting-Project Management Unit (CPMU)' for New Delhi World Book Fair 2023 and other Book Fairs in India and Abroad.
2	Date of availability of Tender Document	03.01.2023 to 11.01.2023 up to 12:00 hours
3	Mode of Selection	Short Term Open e-Tender two packet on QCBS system
4	Last date and time for submission of bids	11.01.2023 up to 12:00 hours
5	Bid validity	90 days from the date of submission of Bid
6	Opening of Technical Bid	11.01.2023 at 12:30 Hours
7	Presentation by the Bidders	11.01.2023 at 15:00 Hours
8	Opening of Financial Bid	Qualified bidders would be informed separately
9	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (in the form of Demand Draft)
10	Cost of Bid Document	"NIL"

2.2 Earnest Money (EMD)

2.2.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida. Bids received without EMD shall be summarily rejected.

2.2.2 The earnest money of unsuccessful bidders shall be returned later after issue of Letter of Award to the successful bidder or signing of contract with the successful bidder whichever is earlier. No interest on EMD money shall be paid.

2.2.3 EdCIL reserve the rights to cancel this tender without assigning any reasons.

Chief General Manager (AS)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 0120-4310840
Email: cgm.infracivil@edcil.co.in
Tel: +91120-4156001 [EPBX.: 600].

CHAPTER 3: INSTRUCTIONS FOR E-TENDERING

3.1 Instructions for Online Bid Submission:

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

3.1.2 For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.

3.1.3 The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.

3.1.4 The scope of work to be tendered is available in the complete bid documents which can be viewed/ downloaded from Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

3.1.5 All Corrigendum/ Addendum/ Amendment/ Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.

3.1.6 It is mandatory for all the applicants to have Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.

3.1.7 To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm with the Tender Wizard E-Tendering Portal of to have user ID & Password from Tender Wizard E-Tendering Portal.

3.1.8 Register your organization on Tender Wizard E-Tendering Portal by following link <http://www.tenderwizard.com/EDCIL> well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal for obtaining credentials by paying Annual registration charges. Vendor Registration is Valid for 1 year.

3.1.9 Get your organization's concerned executives trained on **Tender Wizard E-Tendering Portal** well in advance of your first tender submission deadline on E-tender Site.

3.1.10 Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** as

there could be last minute problems due to internet timeout, breakdown, etc.

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

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

a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/9686115318/9650520101/8800445981.

b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.

- Telephone: 080-49352000/9686115318 or
- Write us mail on Email Id:
 - harishkumar.kb@etenderwizard.com,
 - ambasa@etenderwizard.com,
 - twhelpdesk759@gmail.com,
 - twhelpdesk963@gmail.com

3.2 Digital Signature Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC) of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3.3 Registration

3.3.1 To use the **Tender Wizard E-Tendering Portal**, vendors need to register on the portal by going on the link provided at EdCIL tender webpage as . Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In **Tender Wizard Portal** terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page) and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

3.3.2 After successful submission of Registration details and Annual Registration Fee, please contact **Tender Wizard** Helpdesk (as given below), to get your registration accepted/activated.

3.3.3 Important Note:

I. To minimize the problems during the use of **Tender Wizard E-Tendering Portal** (including the Registration process), it is recommended that the user should use as per the instructions given under 'Tender Wizard E-Tendering Portal User-Guidance Centre' located on Home Page, including

instructions for timely registration on Portal. The instructions relating to 'Essential Computer Security Settings for Use of Tender Wizard E-Tendering Portal and 'Important Functionality Checks' should be especially taken into cognizance.

II. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

3.4 SEARCHING FOR TENDER DOCUMENTS

3.4.1 There are various search options built in the Tender Wizard E-Tendering Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the Tender Wizard E-Tendering Portal.

3.4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. This would enable the Tender Wizard E-Tendering Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.

3.4.3 The bidder should make a note of the unique Tender ID/ Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/help from the Help desk.

3.5 PREPARATION OF BIDS

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

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

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

3.6 SUBMISSION OF BIDS

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

3.6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3.6.3 Bidder has to pay the EMD as applicable through demand draft as per tender condition in favour of "**EdCIL (India) Ltd**" payable at **Noida** and enter details of the instruments. An original copy of demand draft for EMD is required to be submitted.

3.6.4 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.

3.6.5 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

3.6.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

3.6.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3.7 ASSISTANCE TO BIDDERS

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

EdCIL / Tender Wizard E-Tendering Portal Helpdesk	
Telephone/ Mobile	Customer Support:080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318/ 9650520101/ 8800445981 (Please contact in case of emergency during non-working hours.)
E-mail ID	To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com twhelpdesk759@gmail.com twhelpdesk963@gmail.com & cc to: eprocure@edcil.co.in and cgm.infracivil@edcil.co.in

3.8 Offline Submissions: (AS PER TENDER REQUIREMENT)

3.8.1 The bidder is requested to submit the following documents in a Sealed Envelope to the above-mentioned address (given in NIT) before the start of Public Online Tender Opening Event.

- i. Original Demand Draft as EMD in the form of Demand Draft.**

- ii. **Original copy of the power-of-attorney, if applicable.**
- iii. **Bidders are advised to submit the technical bid documents fulfilling the minimum qualification criteria.**

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

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

3.9 Public Online Tender Opening Event (TOE)

3.9.1 Tender Wizard E-Tendering Portal offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization for the Public Online TOE.

3.9.2 Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s). Simultaneous online presence of the participating bidders' representatives for TOE has been implemented on Tender Wizard E-Tendering Portal.

3.9.3 Tender Wizard E-Tendering Portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.

3.9.4 Tender Wizard E-Tendering Portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

3.10 CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

3.10.1 Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on **Tender Wizard E-Tendering Portal**.

3.10.2 Register your organization on **Tender Wizard E-Tendering Portal** well in advance of the important deadlines for your first tender on Tender Wizard E-

Tendering Portal viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3.10.3 Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on the Portal.

3.10.4 For responding to any particular tender, the tender (i.e., its Tender Search Code or Tender No) has to be assigned to an MA. Further, an '**Official Copy of Tender Documents**' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

3.10.5 Submit your bids well in advance of tender submission deadline on Tender Wizard E-Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)

3.10.6 Tender Wizard E-Tendering Portal will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

3.11 MINIMUM REQUIREMENTS AT BIDDER'S END

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

3.11.2 Digital Certificate(s)

Note:

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

3.11.4 All envelopes should be securely sealed and stamped.

3.11.5 It is mandatory for the Bidder to quote for all the items mentioned in the tender.

CHAPTER-4: BRIEF INFORMATION ON PROGRAM

4.1 About National Book Trust (NBT): National Book Trust, India (referred to as NBT) is an autonomous body under the Ministry of Education, Book Promotion Division, Department of Higher Education, Government of India. NBT is the official organizer of New Delhi World Book Fair (NDWBF) one of the largest B2C book fairs in the world. NDWBF is being organized in Pragati Maidan, New Delhi since the last 50 years (from the year 1972), and the NDWBF has been the most awaited calendar event in India and abroad. NBT also organizes National level book fairs in different states every month with an average footfall of 3-4 lakh people.

4.2 About New Delhi World Book Fair (NDWBF) 2023: NDWBF is the biggest B2C book fair in the Afro-Asian region, which is being organized by the National Book Trust, New Delhi to develop reading habit and to provide the biggest platform to publishers across India to showcase their publications during the book fair scheduled from February 25th, 2023 to March 5th 2023. The other book fairs are planned (in each state or two) every month. 05 to 07 book fairs in foreign countries are to be decided in the next one-year period.

In its 50th year, it is expected to get physical participation from 1.2 million to 1.5 million in 9 days. Being the largest knowledge-based event in India, it is attended by key decision-makers from all sections of society and in particular from the education segment. Through hundreds of discussion platforms and wide-level participation from the state authorities, this event provides the right platform for reaching out to crores of people pan-India and abroad.

4.3 Highlights of NDWBF 2023-

- Expected Visitors - 15 lakh + (Age group 6-25-approx 10 lakh)
- Proposed Venue- The newly developed World Class Conference Hall at Pragati Maidan
- Expected Exhibitors-1000+ Publishers from India, 30+ Foreign exhibitors.
- Guests from foreign countries (expecting delegation of 50+ authors & publishers)
- Expected Key Visits - Education Project Officers - All States and UTs, 10-15 Cabinet Ministers, 100+ Members of Parliament, 300+ Trade visitors, 200+ Organised School Visits
- Theme - Azadi Ka Amrit Mahotsav, Focus - New Education Policy, Indian Knowledge System
- Planned Events/ Expected Discussion forums - 10+ Parallel Discussion forum on-site
- CEO Speak - 70+ CEOs from the Publishing industry (India and abroad) and decision makers setting up agenda for the Year

- Digital Arena - Promoting the digital learning ecosystem
- Diverse Participation - Representation by publishers from 50+ Indian languages and dialects from different parts of the country
- Special Attractions - Young Authors' Corner, Children Authors Corner, Books on India @75, Exhibition by Central Library of Indian Parliament, Books by Parliamentarians. Award Corner Books, books by Women Writers, Veer Nari lecture series by Army Wives Welfare Association, Open Mike and Interaction opportunity at the amphitheater, Cultural Programmes, Performance by Army Band.
- 360-degree Media Coverage-5-7 Crore eyeballs for the event (includes digital impression), press advertisement and coverage in Print Media, promotion through TV and FM. Promotion in 15+ cities across the nation with a focus in Delhi NCR, Metro/ MRTS, On vehicle branding (hundreds of auto rickshaw) and outdoor branding at hundreds of prominent sites, bus shelters etc.
- Diverse Participation - Representation by publishers from 50+ Indian languages and dialects from different parts of the country
- Dedicated Protocol lounge and ferrying of passengers from important touch points to the side.

4.4 The objectives of the NDWBF 2023 and other similar fairs are:

- 4.4.1 To inculcate, sensitize & improve reading culture across masses through this mega event.
- 4.4.2 To provide the biggest platform to more than 1200 publishers of India and abroad to showcase their publications.
- 4.4.3 To organize a variety of seminars, knowledge exchange programs, national level conclaves where Secretaries, Mission Directors of State education departments, Panchayat library departments, Women and Child Development departments participate to understand and exchange best practices in library culture within India.
- 4.4.4 To reduce the budget deficit on the NBT and to make the NDWBF self-sustainable by generating revenues/ sponsorships from Government and Private Organizations and making it feasible to organize the event smoothly.

CHAPTER-5: SCOPE OF WORK

The CPMU shall be responsible for generation & monitoring of sponsorship with regard to NDWBF 2023 and other similar book fairs at the National and International levels. The CPMU shall prepare a strategic roadmap for getting larger international participation, addition of new exhibitors from areas of publishing, education and technology. The CPMU shall also prepare draft tripartite agreement between Sponsor, Client (NBT) and EdCIL. In addition, CPMU shall be responsible for carrying out all the tasks as assigned by NBT/ EdCIL from time to time as required for successful execution of the fairs.

The scope of work/ deliverables by the bidder will include the following:

- 5.1 Arranging and deployment of CPMU with activities as defined above. The team members should be available as required at NBT / EDCIL.
- 5.2 Reaching out to the right agencies/ organizations with regard to NDWBF 2023 & other book fairs. **To generate sponsorships of more than Rs. 10 Crores for NDWBF 2023 and up to Rs. 25 Crores in the calendar year 2023 from appropriate Government and Private organizations to make the fairs self-sustainable.** The minimum setup shall be for a target of Rs. 10 Crores. Beyond Rs. 10 Crores of fund generation, clause no. 5.9 will be applicable. Statutory charges and taxes as applicable and shall be paid as per invoice standards.
- 5.3 The bidder shall be responsible to understand the demands and conditions of the sponsors for providing sponsorship in the Client's fairs like displaying their advertisement, mention of logo, caption etc. on fair site, fair merchandise, media advertisement etc. through its CPMU. These demands shall be conveyed by the bidder to the EdCIL/ Client to get it approved from the EdCIL/ Client at the time of getting the sponsorships. Such demand and conditions shall form part of the tripartite agreement between the parties i.e. the Client, EdCIL and any sponsor.
- 5.4 The funds received through sponsorships will be deposited/ transferred to the designated bank account maintained by the Client (NBT) for the purpose.
- 5.5 A minimum setup of the CPMU team consisting of the following shall be provided by the bidder.

S No.	Name of the Post	Nos	Minimum Qualification	Desired Experience
1	Senior Consultant (Marketing)	01	MBA from a recognized Institute, with experience of project management and marketing. Experience of working with government projects will be preferable.	10-15 years' experience
2	Consultant-Finance Expert	01	Graduate/ Postgraduate in Finance/ MBA (Finance)/ CA/ CFA/ ICWA, with experience in accounting/ finance. Experience of working with government projects will be	5-10 years' experience

			preferable.	
3	Junior Consultant	02	Graduates with experience of social media marketing/ content writing/ event management/ procurement process/ legal etc.	3-5 years' experience

Note- This requirement shall be flexible and may vary as per the need of projects/ fairs at that point of time.

- 5.6 The consultants and the support staff shall be engaged by the selected bidder/ agency in consultation with the Client/ EdCIL as per their requirements and to the satisfaction of the Client/ EdCIL. In case of unsatisfactory services recorded by the Client/ EdCIL about any staff, the Client/ EdCIL shall inform the bidder/ agency about the dissatisfaction. The bidder/ agency will thereafter be responsible to change the staff immediately.
- 5.7 The requirement of short-term consultants/ resource persons engaged for the CPMU will be indicated by the Client/ EdCIL and their appointment will be on mutually agreeable terms between the Client/ EdCIL and the agency/ bidder.
- 5.8 The pay and perks of the above consultants engaged by the bidder will be borne and disbursed by the bidder. Any/ all the statutory liability/ies on such payment like PF/ESI, Gratuity, Bonus, TDS shall be undertaken by the successful bidder. These CPMU resource personnel may be assigned with additional duties as per the mutual decision of the Client/ EdCIL and the bidder.
- 5.9 **Incentive clause:** EdCIL shall pay incentive to the bidder incentive (@4%) on actual Sponsorship generated (excluding any government taxes) over and above Rs. 10 crore, and transferred in the designated account maintained by the Client (NBT). No incentive will be paid for sponsorship generated up to Rupees Ten (10) crore. Taxes as applicable shall be paid extra.
- 5.10 The CPMU may be stationed at the NBT Head office, located at National Book Trust, India, 5 Nehru Bhawan, Institutional Area, Vasant Kunj, New Delhi-110060 or any other location as decided by NBT according to fairs.
- 5.11 The bidder shall provide administrative services and logistics support for the smooth functioning of CPMU for NDWBF- 2023 and other Indian and Foreign programs. All expenditure in this connection, including salary for committed manpower shall be paid by the bidder to all staff.
- 5.12 The bidder shall provide the financial support to CPMU in regard with the release of all payments related to the execution of project, viz purchase of equipment, TA/ DA, Local Conveyance, Printing, Stationery, etc. as per the directions of the Client/ EdCIL. In case of such purchase, all assets will be handed over by the bidder to the Client at the end of the project with proper inventory records and bills, along with

warranty/ guarantee of the product, records of purchased Annual maintenance Contracts. The assets will be transferred in the name of the Client i.e. NBT.

- 5.13 The requirement of short-term consultants/ resource persons engaged for the CPMU will be indicated by the Client/ EdCIL and their appointment will be on mutually agreeable terms between the Client/ EdCIL and the bidder.
- 5.14 The agencies are required to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.15 The agency shall have/ establish an office in Delhi/ NCR, for the efficient and coordinated performance of its Services.

CHAPTER-6: INSTRUCTIONS TO BIDDERS

6.1 Due date: The tender has to be submitted before the due date & time as mentioned in the NIT or any later notification

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

6.3 EMD: EMD (earnest money deposit) of Rs. 2,00,000/- (Rs. Two Lakh Only) shall be submitted separately in the form of Demand Draft from any of the scheduled/ nationalized bank in India. The Bid sent without EMD would be considered as NON-RESPONSIVE and will not be considered. (The EMD will be returned without any interest or liability to the unsuccessful bidders, immediately after the award of contract).

Note: Bidders registered with MSME are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI. applicable as on the date of NIT.

6.4 Refund of EMD:

6.4.1 The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.

6.4.2 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.

6.4.3 In Case of Successful Bidder, the EMD shall be refunded after submission of Performance Bank Guarantee from a Nationalized bank operating in India.

6.5 Acceptance/ Rejection of bids: EdCIL reserves the right to reject any or all offers without assigning any reason. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder. Final decision of EdCIL shall be binding on the bidder.

6.6 Minimum Eligibility Criteria for the Bidders

(Documents must be provided in support of the following minimum eligibility Criteria otherwise bids will be summarily rejected)

S. No.	PQ CRITERIA	Supporting Documents required
I.	The bidder must be a Company/ LLP registered with Statutory Authorities in India and should have operated in India for a minimum of 5 years in Business Consulting for the last five years from the date of NIT. No consortium/ No Joint Venture is allowed.	Copy of certificate of incorporation/ any other legally valid supporting document

<p>II.</p>	<p>The average annual turnover of the bidder firm should be a minimum of Rs 25 Crores (Rs. Twenty-Five Crores only) during the last three completed financial years (2019-2020, 2020-2021 & 2021-22).</p> <p>In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have positive net worth and profit making. A registered CA's certificate indicating turnover & net profit statement for the relevant period is also to be accompanied.</p>	<p>Certificate from the Chartered Accountant indicating total turnover & net profit statement with CA registration no. & seal and copy of audited balance sheets/ P&L Accounts for the relevant years.</p>
<p>III.</p>	<p>The net worth of the bidder, as on 31-Mar-2022, should be positive and should be profit making</p>	<p>CA Certificate with CA's Registration Number/ Seal</p>
<p>IV.</p>	<p>The bidder should have experience of successfully completed similar assignments in the last five completed financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22) and the current year (2022-23) for the following</p> <p>(i) Should have undertaken at least one assignment as a Consultant/ Knowledge Partner with State/ Central Government/ PSUs/ Media Houses for conducting a Book/ Literature Festival (Fiction/ Business)</p> <p>(ii) Should have undertaken at least one assignment with State/ Central Government/ PSUs/ National Association (like NASSCOM, CII, FICCI, ASSOCHAM, NAREDCO, etc.) as Knowledge Partner for a National/ Regional Event</p> <p>(iii) Should have undertaken at least one assignment with State/ Central Government/ PSUs on Digital Transformation</p>	<p>Copies of work orders/ agreement/ contract and completion certificates. In case of non-availability of completion certificate, copy of final bill submitted by the bidder to the client can be submitted as proof of completion of work.</p>
<p>V.</p>	<p>Project Management certification: The bidder should have minimum of 10 employees certified on PMP/ PRINCE2 and should have valid ISO 9001 and ISO 14001 certificate</p>	<p>Copies of PMP/ PRINCE2 certification and ISO Certificate</p>
<p>VI.</p>	<p>The Bidder should not be insolvent/ have been blacklisted/ debarred by any Central Government/ Public Sector Undertaking as on the date of bid submission.</p>	<p>Copy of undertaking signed by authorized signatory should be submitted with the technical bid</p>
<p>VII.</p>	<p>The bidder should have registered with GST, Income Tax/ PAN number</p>	<p>Copies of relevant certificates of registration</p>
<p>VIII.</p>	<p>Board/ Director Authorization for the authorized signatory</p>	<p>Power of Attorney as per format given at Annexure-IX.</p>

6.7 Performance Security:

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 (fifteen) days from the date of receipt of Purchase Order/ signing of Agreement (contract). The Performance Bank Guarantee should be issued by a Nationalised Bank in favour of "EdCIL (India) Limited, Noida". This Performance Bank Guarantee shall be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL/ Client.

This guarantee shall be valid for a period of **90 days beyond the 11 (eleven) months period or extended period of contract, from the date of issuance of Letter of Award/ signing of contract, whichever is earlier.**

6.8 Evaluation of Proposals

6.8.1 Evaluation of Technical Proposal:

Bidders are advised to submit the e-tender online on the EdCIL's e-tendering portal and offline documents as per Cl. No. 3.8 of Chapter-3. The Evaluation Committee intends to evaluate the Technical Proposals, by applying the evaluation criteria as detailed below. Each responsive Proposal shall be given a technical score under Quality & Cost Based Selection (QCBS) criteria.

6.8.2 Evaluation Criteria:

6.8.2.1 The Bidders meeting the minimum eligibility criteria shall make a detailed presentation to the Tender Committee in a Power Point Format (PPT) (duration of presentation is 20 minutes) for evaluation purposes. This presentation shall be called from only the eligible qualified Bidders on a scheduled date or time as mentioned elsewhere in the tender at EdCIL (India) Limited, EdCIL House, 18A, Sector 16A, Noida – 201 301 (U.P) or any other place as intimated.

6.8.2.2 The Technical Proposals of the qualified Bidders shall be analyzed and evaluated and the Technical Proposal Marks (TPM) shall be assigned to the proposal of each Bidder. Details of evaluation parameters are as shown below:

S. No.	Bid Component	Technical Proposal Marks
1	Prior experience of the Bidder (Total Marks: 50)	
1a)	<u>Consulting fee:</u> The bidder should have experience as a management consultant during last 5 completed financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) and/ or during the current financial year (2022-23), for Central/ State Government/ Public Sector clients for projects involving setting up of a PMU engaged in Project Design, Supporting in Raising Funds (PPP/ EAP), Marketing etc. (i) 4 (Four) projects totalling consulting fees up to Rs 50 crores: 5	20

	<p>marks</p> <p>(ii) 3 (three) projects totalling consulting fees up to Rs 50 crores: 10 marks</p> <p>(iii) 2 (two) projects totalling consulting fees up to Rs 50 crores: 20 marks</p> <p>(Copies of relevant work orders/ service agreements along with the proof of completion in the name of the bidding agency for such projects handled should be submitted along with the technical bid.)</p>	
1b)	<p><u>Projects:</u></p> <p>The bidder should have experience of providing consultancy for education/ skills/ educational institute/ culture/ marketing during last 5 completed financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) and/ or during the current financial year (2022-23), for Central/ State Government/ Public Sector clients:</p> <p>(i) 1 assignment: 5 marks</p> <p>(ii) 2 assignments: 10 marks</p> <p>(Copies of relevant work orders/ service agreements along with the proof of completion in the name of the bidding agency for such projects handled should be submitted along with the technical bid.)</p>	10
1c)	<p><u>Funding Raised:</u></p> <p>The bidder should have experience of raising funding/ investments for Central/ State Government/ Public Sector clients from PSUs/ private investors during last 5 completed financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) and/ or during the current financial year (2022-23):</p> <p>(i) Raised minimum of Rs. 50 Cr.: 2 marks</p> <p>(ii) Raised 50-200 Cr.: 5 marks</p> <p>(iii) Raised > Rs 200 Cr.: 10 marks</p> <p>(Copies of relevant work orders/ service agreements/ Client Certificate for the amount should be submitted along with the technical bid.)</p>	10
1d)	<p><u>Events & Exhibitions:</u></p> <p>The bidder should have experience of organizing events (including online) and exhibitions with or for governments during last 5 completed financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) and/ or during the current financial year (2022-23):</p> <p>(i) Minimum of 5 events: 5 marks</p> <p>(ii) More than 5 events: 1 mark for each event (maximum up to 10 events: 10 marks)</p> <p>(Copies of relevant work orders/ service agreements along with the proof of completion in the name of the bidding agency for such projects handled should be submitted along with the technical bid.)</p>	10

2	Financial Capacity of the Bidder (Total Marks: 05)	
	Average annual turnover from consultancy and professional fees during last three completed financial years (2019-2020, 2020-2021 & 2021-22): (i) Rs. 25 Cr ≤ bidder's avg. annual turnover < 45 Cr: 2 marks (ii) Bidder's avg. annual turnover ≥ Rs. 45 Cr.: 5 marks	05
3	Project team and experience of key personnel (Total Marks: 25)	
	Key professional staff: Qualification & competency for the assignment/ job. For evaluation of each of the key professionals the following sub-criteria shall be followed (as indicated in Chapter-5): • Qualification of the Candidate • Total Experience of the Candidate • Relevant Experience of the Candidate	
	(i) Project Manager: (10 marks) (ii) Finance Expert: (5 marks) (iii) Project Associates (2 nos.): (10 marks) (5 marks/member)	25
4	Presentation on the proposed 'Approach and Methodology' for the assignment (Total Marks: 20) (Presentation to be made of maximum duration of 20 minutes to evaluation committee of EdCIL). The bidder shall submit a copy (both hard copy & soft copy) of such presentation in PPT which will be kept as record.	
4a)	Understanding the requirements/ concept/ theme for the project	5
4b)	Proposed Approach and methodology for managing PMU	5
4c)	Proposed Approach and methodology for raising sponsorships	10
	TOTAL (1+2+3)	100

The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above. Each Technical Proposal shall receive a technical score as:

$$\text{Technical Proposal Marks (TPM)} = 100 \times \frac{\text{Technical Proposal under consideration}}{\text{Highest Technical bid}}$$

The Proposal shall be rejected if it does not achieve the minimum technical marks of 65 (sixty-five) out of maximum of 100 (one hundred) marks.

6.9 Evaluation of Financial Proposals:

Financial Proposals of the technically qualified Bidders as evaluated according to the above-mentioned evaluation matrix (i.e. the Bidders scoring more than 65 marks) shall be opened by the Techno-Commercial Evaluation Committee in the presence of the representative of the Bidders, who chose to attend the opening of bids. The quoted fee shall be read out and recorded.

$$\text{Financial Proposal Marks (FPM)} = 100 \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid under consideration}}$$

The lowest evaluated Financial Proposal will receive a maximum of 100 marks.

6.10 Final Evaluation:

The final evaluation will be made on the basis of the following:

- Weightage for the Technical Proposal: 0.7
- Weightage for the Financial Proposal: 0.3

Combined Technical and Financial score, **(HPM) = TPM x 0.7 + FPM x 0.3**

6.11 Award of Work:

The Bidder with the highest aggregate score (HPM) on the merit of evaluation shall be awarded the work.

6.12 Payment schedule:

- Payment terms for CPMU:** The project is envisaged for a period of 11 months with monthly payment i.e. 11 equal instalments of total fees quoted subject to work satisfaction of the client.
 - Deliverables: To generate minimum sponsorships of Rs. 10 Crores for NDWBF 2023 on and before 25th February 2023, from appropriate Government and Private organizations.
- Payment terms for Incentive:** Payment for incentive will be released subject to materialization of the sponsorship over and above 10 crore and settlement of accounts as per the tripartite agreement between the sponsoring agency for the event, the Client and EdCIL.

NOTE:

- The agency will raise an invoice within 7th day after completion of every month and EdCIL will make payment within 30 days from the date of receipt of the invoice. TDS shall be deducted as per rules. Apart from TDS, GST shall be payable on an actual basis.
- Beyond Rs. 10 Crores of fund generation, incentive (@4%) on actual Sponsorship generated in surplus of Rs. 10 Crores. Taxes as applicable shall be paid extra.
- Payment shall be paid only on the receipt of payment from the client. In case of any shortcoming and/ or recovery imposed by client to EdCIL, the same shall be made from successful bidder on back-to-back basis.
- Expenditure for the project execution & its related arrangements shall be duty of the successful bidder and no activity whatsoever shall be put on hold for release of payment.
- No claim for incentive based work in case results are under the values shown in tender elsewhere.
- To the extent of its applicability, payment of TA/DA for Travel in anywhere in India by the CPMU engaged for the Client shall be made by the bidder upon certification

from the EdCIL/ Client. The eligibility criteria for reimbursement of TA/ DA & accommodation shall be introduced/ approved by the Client/ EdCIL and the bidder shall assist to EdCIL for its introduction.

6.13 Settlement of Disputes

6.13.1 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the agreement or its interpretation. Any dispute between the parties, which cannot be settled amicably within 30 days of receipt, by one party of the other party's request for such amicable settlement, shall be submitted to arbitration by the sole Arbitrator to be appointed by EdCIL. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at New Delhi and the Courts at New Delhi shall have the jurisdiction.

6.13.2 Either party's performance under this agreement is subject to acts of God, war, epidemics, government regulation, strikes, or any other occurrence of event(s) or emergency beyond the party's control (except for rains), making it impossible, illegal, or commercially impracticable for either party to perform its obligations under this agreement, in whole or in part.

6.14 Liquidated Damages

Bidders to note that in case the successful bidder fails to comply with any one or more deliverables, terms and conditions mentioned in the RFP document and corrigendum thereto subsequently, EdCIL would reserve its right to recover liquidated damage. For any shortcoming in raising of funds below Rs. 10 Crores for NDWBF 2023, EdCIL would have right to levy liquidated damage @2% per Rs. 1 Crore of shortcoming (maximum up to 10% of the contract value (value of bid offer of the successful bidder) plus GST). Recovery shall be made from the due payment and/ or from the performance bank guarantee.

6.15 Intellectual Property Rights

The selected Bidder shall not use any material with intellectual property right without prior permission. The Bidder shall have to take any and all permissions and clearance related to intellectual property used during the project. EdCIL shall not be held liable for any default.

6.16 Term of Contract

The contract shall be effective on the date of its signing and shall continue until the date of the successful completion of the project unless terminated sooner by EdCIL.

6.17 Foreclosure of contract

If at any time after acceptance of the tender the Client/ EdCIL decides to abandon or reduce the scope of work for any reason whatsoever the Client/ EdCIL, shall give notice in writing to that effect to the agency and the agency shall act accordingly in

the matter. In the event of abandonment, the agency shall be paid the full amount for the activities executed and up to the date of such abandonment.

6.18 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.

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

6.20 Award of Contract:

6.20.1 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.

6.20.2 EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified above are still being met by the Bidder whose offer has been determined as first rank.

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

LETTER OF BID SUBMISSION

To,

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

SUBJECT- ----(title of the tender)----

-Submission of Bid -

Sir,

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

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

S. No.	Name of Work	Certificate From

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

Enclosures:

Date of Submission :

<< Bidder's Organization Letter Head >>

DECLARATION SHEET

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

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

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

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	Name & Address of the Bidder
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GSTIN Number	
7 PAN Number	
10 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 Tenderer)

Name: _____

Seal of the Company

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

To

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

Sir,

SUBJECT- -----(title of the tender)-----

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

We hereby certify that no terms and conditions have been stipulated by us in the 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:

SELF-DECLARATION

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

To,

EdCIL (India) Limited
(A Mini Ratna category-I CPSE of Government of India)
EdCIL House, 18 A, Sector-16 A NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender EdCIL/..... dated....., I/ We hereby declare that presently our organization is not insolvent/ declared ineligible/ black listed/ debarred for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body/ Bank on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder:
Authorized Signatory:
Seal of the Organization:
Date:
Place:

ANNEXURE-V**Annual Average Turn Over: -**

Sl. No.	Financial Year	Annual Turn over	Annual Turnover from Consultancy services	Net P&L
1.	2019-20			
2.	2020-21			
3.	2021-22			
	Average of past three F.Y.			

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

Details of Projects Completed During Last 5 years

Name of the Firm:

S. No.	Name of the Projects	Order No. & Date	Value of Order	Date of Start	Date of Completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signature with Seal

List of Order executed for Central/ State Govt./ Department/ Public sectors:

List of Organizations for whom the Bidder has undertaken such work during last 5 years (must be supported with work orders)			
Name of the organization	YEAR	Total Value	Name of Client's Contact Person and other details

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: -----

To
EdCIL (India) Ltd.,
18A, Sector-16 A, Noida

In consideration of the 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 Service provider" for the work (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. (Rs.only) as a performance security Guarantee from the Service Provider 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 Rs. (Rs.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 Chief General Manager, 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 Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 Rs. (Rs.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 Service Provider 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 Service Provider 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 Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) 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 may 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 service provider 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 service provider 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 service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

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

7. 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.

8. This guarantee shall be valid up to (Date of Completion plus Handholding Period). 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

(Name)-----

Designation with Code No. -----

Full Address-----

Witness:

1.

2.

Power of Attorney

Know all men by these presents, we..... (name of service provider 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 conservice provider 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 THISDAY OF2019.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Accepted

.....
(Signature, name, designation, and address of the attorney) Notes:

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

2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour 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 if it carries a conforming Apostille certificate.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2020, 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 "____(TITLE OF THE TENDER)--- --" 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 2023.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document no. dated2020 at a competitive rate in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation,

contracting or implementation process related to the contract.

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

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

2. In case any such preceding misconduct on the 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 TRANSGRESSION**

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

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

5. **EARNEST MONEY DEPOSIT**

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

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

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

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

6. **SANCTIONS FOR VIOLATIONS**

4.1 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 by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. **OTHER LEGAL ACTIONS**

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

11. **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the NIT No. _____ 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

a) _____

1. _____

b) _____

2. _____

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

FINANCIAL BID

(To be uploaded separately)

Instructions to Bidders

- 1.** Financial Bid shall be submitted with full price details.
- 2.** Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document.
- 3.** The Bidder should quote for all the items listed in this document. In case, the Bidder/s does not quote for all the items, the Bid shall be treated as incomplete and shall be rejected summarily.
- 4.** The bid shall be evaluated on total value of all items as shown in summary and supply order shall be placed to a bidder as a composite bid.
- 5.** The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. Price should be firm for any positive or negative variation in quantities up to 100%.
- 6.** Price bid has to be filled online on EdCIL's E-tendering Portal. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

Financial Bid Covering Letter

<<On Bidder's Letter head>>

To,

Chief General Manager (AS),
EdCIL (India) Limited
EdCIL House,18A,
Sector 16A, Noida. (U.P)

Subject: -----(title of the tender)-----.

Sir/Madam,

We, the undersigned, offer to provide the Consulting Project Management Unit (CPMU) services for NBT/ EdCIL in accordance with your detailed terms of reference dated _____ subsequent corrigendum (if any). Our attached financial proposal is attached in a sealed cover. This amount is including of all the taxes. Details of taxes are provided in the financial bid format.

2. PRICE AND VALIDITY

- a) All the rates mentioned in our bid are in accordance with the terms as specified in the detailed terms of reference documents. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.
- b) We hereby confirm that we understand that all the applicable taxes shall be including in the prices mentioned in the Financial Bid.

3. QUALIFYING DATA

We confirm having submitted the information as required by the detailed terms of reference document. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. EdCIL reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the detailed terms of reference document. Our bid prices are mentioned in the submitted Financial Bid. Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any proposal you receive. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorized Signatory of Bidder)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Financial Bid Format for CPMU**(to be uploaded online in excel sheet provided with the tender document):**

Sl.	Description	Manpower required (in Nos.)	No. of months	Monthly retainership (Rs.)	Amount (Rs.)
1	Senior Consultant (Marketing)	1	11		
2	Consultant- Finance Expert	1	11		
3	Junior Consultant (Legal/ procurement/ event management)	2	11		
Total Amount (Exclusive of taxes) (Rs.)					
GST (mentioned in %) (in Rs.)					
Total Amount (Inclusive of taxes)					
Total Amount (Exclusive of taxes) (in Words):					
GST (in Words):					
Total Amount (Inclusive of taxes) (in Words):					

Note:

1. The prices quoted by the bidder should include all related expenses including local travelling, boarding, conveyance, PF/ESI & other miscellaneous and out of pocket expenditure, with all applicable taxes & duties, as per Scope of work.
2. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account.
3. In case of discrepancy between unit price and total amount, the unit price shall prevail.
4. Bids shall be evaluated based on total amount with taxes.
5. Out of Pocket Expenses, in case of travel in anywhere in India by the consultants/ personnel engaged for the Client shall be made by the bidder upon certification from Authorized Officer of the Client/ EdCIL. The eligibility criteria for reimbursement of TA/DA & accommodation shall be approved by the Client/ EdCIL and the bidder shall submit the bills to the EdCIL on monthly basis along with supporting documents for its introduction to the client.

(Authorized Signatory of the bidder)

Signature:

Name:

Designation:

Address:

Seal:

Date: