

BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

SELECTION OF CONSULTING AGENCY
FOR
DEVELOPMENT & IMPLEMENTATION OF FRAMEWORK
FOR
ENTERPRISE RISK MANAGEMENT

PART-I- TECHNICAL BID

Bid No.: EdCIL/CORPORATE PLANNING/ERM/2019/July/001



EdCIL (India) Limited
(A Govt. of India Category-I Mini Ratna CPSE)
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 – 2512001-006, FAX: 0120-2515372

Dated: 01 July 2019

This document serially numbered from page number 01 to 70

DISCLAIMER

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

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

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

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

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

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

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CHAPTER-I

EdCIL (INDIA) LIMITED
(A GOVT. OF INDIA MINI RATNA CATEOGRY-I CPSE)
SECTOR 16A, NOIDA
Notice Inviting Tender
(e-Tendering mode)

Date:22 July 2019

N.I.T. No.: EdCIL/CORPORATE PLANNING/ERM/2019/July/001

Name of work	Selection of Consultant/Consulting Agency for Development & Implementation of Framework for Enterprise Risk Management
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	01 July 2019
Document Download/Sale Start Date	01 July 2019 at 11:00 Hrs
Document Download/Sale End Date and Time	23 July 2019 at 11:00 Hrs
Date for Pre-Bid Conference and Time	9 July 2019 at 11:00 Hrs
Bid queries should reach by	8 July 2019 by 16:00 Hrs Bid queries received later than the date and time shall not be entertained.
Venue of Pre-Bid Conference	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
Last Date and Time for receipts of Bids	23 July 2019 up to 11:30 Hrs. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & Venue.
Date and Time of Opening of Technical Bids	23 July 2019 at 14:00 Hrs.
Bid document Fee	NIL
Earnest Money Deposit	Rs. 70,000 /- (In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders.
No. of Covers	02 (Two Packet)

Bid Validity days	90 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	10% of the total work value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA.
Email Address	klsarkar@edcil.co.in cc: avinashmeena@edcil.co.in
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301
Registered Office	Vijaya building, 5 th Floor, 17- Barakhamba Road, New Delhi, Delhi 110001

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enroll before participating. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
3. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).
4. Bidders are advised to visit the EdCIL Web site for getting them updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.

K L Sarkar
Executive Director
(Corporate Planning)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 2512006

CHAPTER- II

Offline and Online Bid Submission Documents

1. Offline Submissions:

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at corporate office before Public Online Tender Opening Events.

I. EMD Security in the form of Demand Draft.

II. Original copy of the power-of-attorney.

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

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

2. Online Submissions:

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

Envelope – 1			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Organization Declaration Sheet as per Annexure-I	.PDF
2.		Supporting documents as Annexure-I, II, III, IV, V, VI, VII, VIII, IX, XI	.PDF
3.		Tender Compliance Annexure- X	.PDF
Envelope-2			
Sl. No.	Documents	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

CHAPTER-III

TERM OF REFERENCE & DEFINITIONS

Supplier	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	" RFP " means the Request for Proposals
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	"Consignee" shall mean EdCIL (India) Limited.
Client	EdCIL/Respective Institute

CHAPTER-IV

INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.
- 2) For E-Tendering, EdCIL (India) Limited has decided to use Electronic tender portal (<http://www.tenderwizard.com/EDCIL>), Link of which is available at EdCIL's website.
- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> (**e-tendering website**), using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering and submitting their bids on the Portal.
- 4). The scope of work, to be tendered is available in the complete bid documents which can be viewed /downloaded from e-tender 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.
- 5). All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- 6). It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of certifying Authority licensed by Controller of Certifying Authority
- 7). To participate in the e-tendering, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal (<http://www.tenderwizard.com/EDCIL>) .
- 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 by paying Annual registration charges using the e-payment link provided at the time of registration,**

and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for One year.

- 9). Get your organization's concerned executives trained on. E-tender Site well in advance of your first tender submission deadline.
- 10). Submit your tender with all relevant documents along with copy of EMD, well in advance of tender submission deadline on E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of E-tender Site, the fourth instruction is relevant at all times
- 11). Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 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

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. Registration

- a) To use the Electronic Tender[®] portal, vendors need to register on the portal by going on the link <http://www.tenderwizard.com/EDCIL> at EdCIL tender webpage. 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, this person will be referred 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.
- b) After successful submission of Registration detail and Annual Registration Fee, please contact the Helpdesk of the E-Tendering Portal to get your registration accepted/activated.
- C) Important Note:
 - I. To minimize the problems during the use of e-tendering portal, it is recommended that the user should use the instructions given under 'User-Guidance Centre' at Home Page of E-Tendering Portal, including instructions for timely registration. The instructions relating to 'Essential Computer Security Settings and 'Important Functionality Checks 'should be 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.

4. SEARCHING FOR TENDER DOCUMENTS

- I. There are various search options built in the Portal, to facilitate the 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 Portal.

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

5. PREPARATION OF BIDS

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. 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.
- III. 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.

6. SUBMISSION OF BIDS

- I. 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 responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favor of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/ Tender fees are required to be submitted along with signed downloaded copy of tender document.

- IV. 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 another format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- V. 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.
- VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VII. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender other relevant contact person indicated in the tender.

EdCIL / Tender-Wizard 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	<ol style="list-style-type: none"> 1. harishkumar.kb@etenderwizard.com 2. ambasa@etenderwizard.com 3. twhelpdesk759@gmail.com 4. twhelpdesk963@gmail.com & cc to: klsarkar@edcil.co.in , avinashmeena@edcil.co.in

8. Offline Submissions: (AS PER TENDER REQUIREMENT)

- a) The bidder is requested to submit the following documents off line to the mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.
- b) The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

I. Original Demand Draft as EMD Security in the form of Demand Draft.**II. Original copy of the power-of-attorney.**

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

9. Public Online Tender Opening Event (TOE)

- a. 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 Name office for the Public Online TOE.
- b. 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) in the simultaneous online presence of the participating bidders' representatives, has been implemented on E-Tendering Portal.
- c. 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. Detailed instructions are given on relevant screens.
- d. 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’.

10. SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

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

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline.
- II. Register your organization on E-Tendering Portal well in advance of the important deadlines for your first tender 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.
- III. Get your organization's concerned executives trained on E-Tendering Portal well in advance of your first tender submission deadline.
- IV. 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.

- V. Submit your bids well in advance of tender submission deadline on E-Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)
- VII. E-Tendering Portal will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ 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'.

11. MINIMUM REQUIREMENTS AT BIDDER'S END

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Note:

- I. 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.
- II. All envelopes should be securely sealed and stamped.
- III. It is mandatory for the Bidder to quote for all the items mentioned in the TENDER.

CHAPTER-V

A. Instruction to Bidders:

- 1. Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
- 2. Preparation of Bids:** The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the financial bid in the given PDF format.
- 3. Language of Proposal:** The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 4. Cost of Bidding:**

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

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.
- 5. Fee:** The tenderer should submit EMD through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA from any nationalized/Scheduled bank valid for 90 days. The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered. (The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract.)

The bidders are requested to submit following fee along with bids in the shape of DD in favour of "EdCIL (India) Limited" payable at NOIDA:

- I)** The bidder should enclose EMD of Rs. 70,000/- in the form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA

Note:

Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs are advised to submit their financial solvency certificate issued not more than 3 months.

6. Refund of EMD:

- i) The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
- ii) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- iii) In Case of Successful Bidder, the EMD shall be retained till the end of rate contract.

7. Acceptance/ Rejection of bids: EdCIL reserves the right to reject any or all offers without assigning any reason.

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

EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

8. Amendment in Tender Document: At any time up to the last date for receipt of RFP, the firm may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.

The amendment will be notified on EdCIL's website and by e-mail to the prospective bidders who have received the Bid Documents and will be binding on them.

CHAPTER-VI

1. Introduction

Increasing volatility and complexity of the emerging economic market poses a continuous challenge to the existing business model and may cause substantial risk to any organization. In order to sustain the growth, an organization must have clear policy for opportunities and associated risk helping in effective mitigation of the risk while maximizing the return on opportunities.

2. Scope of Work

In Accordance to Guidelines on Corporate Governance for Central Public service Enterprise 2010, the Company Intends to engage a Consulting Agency for Development and Implementation of the Enterprise Risk Management Framework including but not Limited to the following Broad Activities: -

1. Set a background for common risk understanding (vertical wise and overall) – identify the processes and functions in place to cover as part of risk assessment
2. Review of existing framework and develop the process for the systematic identification, classification, evaluation & quantification, prioritization and management/mitigation of all the risk and opportunities to attain the sustainable business growth in compliance to all the laws and regulations.
3. Review of existing Enterprise Risk management Policy (2013) in line with new COSO ERM framework (2017) and develop the new Enterprise Risk Management Policy for the organization.
 - a. Assess the relevance and current state of 5 components and 20 principles of COSO ERM framework 2017 from Company perspective
 - b. Highlight and provide recommendations for alignment with COSO ERM 2017
 - c. Incorporate relevant principles in revised ERM policy and framework in consultation with Company.
 - d. Detail the risk management roles, responsibilities and processes in accordance with the revised risk management policy and framework
4. Sharing of ERM best practices insights from among leading CPSEs in India based on benchmarking/ industry assessment performed. The scope of benchmarking shall cover the following among other relevant dimensions:
 - a. Risk governance structure
 - b. Risk strategy including appetite and tolerance
 - c. Risk management policy and awareness mechanism

- d. State of use of technology for managing risks
 - e. Emerging risk management
 - f. Risk management process and associated culture
 - g. Risk reporting
 - h. Risk analytics such as key risk indicators
 - i. Trainings and awareness programs
5. Identification and assessment of risk by discussion with HODs of all the vertical head in the current business scenario.
 - a. Understand mission, vision and strategy of Company.
 - b. Organize orientation session with participation from various stakeholders from across verticals and domains.
 - c. Conduct risk identification discussions with Company personnel to understand their risk perspective. Consultant to bring in external insights on probable risks applicable for Company.
 - d. Share 'emerging risks' insights with HODs during risk discussions bringing 'outside – in' perspective and industry examples.
 - e. Create risk registers covering significant risks, their descriptions, implications, key drivers (i.e. root cause), classification and associated owners across all functions, locations and the corporate as a whole.
 - f. Document the existing controls / mitigants in place for all identified risks
 - g. Develop risk assessment criteria incorporating qualitative and quantitative guidelines in consultation with Company.
 - h. Assess the impact and likelihood of all risks identified based on the risk assessment criteria.
 - i. Facilitate risk prioritization for all risks
 - j. Facilitate development of mitigation plans for 'risks that matter' to the organization. Identify the owners for mitigation plan/ steps.
6. Provide Complete set of finalized risk register covering risk library, risk assessment (with prioritization scores), mitigation plan for key risks.
7. Provide detail documentation of systematic identification, classification, evaluation & quantification, prioritization and management/mitigation.
8. Suggestion and Implementation of Risk Management Committee. Establish reporting and other relevant principles for RMC in line with best practices and regulatory guidance.
9. Provide Full-fledged training and workshop to all the Company officials, Risk Managers and Risk Mitigation Plan Owner, as identified by Company, about the Risk Ownership and management. The workshop shall cover the risk management objectives, detailed contour of risk management framework, roles and responsibilities of various officials of Company, risk monitoring and reporting guidelines in detail for

ensuring sustainability of ERM program

10. Develop a monitoring and reporting framework for reporting on status of risks and implementation of mitigation plans. Prepare templates for management dashboard and other reporting formats. A comprehensive risk calendar shall also be prepared in coordination with Company outlining the periodicity of risk refresh and update status to be obtained from risk owners.

3. Organizational Structure

The organization is divided into 06 business verticals executing the project management and consulting assignments and remaining 04 provide internal support to the organization. The names of departments are provided in Table-1:

Table 1: Verticals & Departments at EDCIL

No.	Verticals providing consulting services	No.	Department for Internal support
1	Online Testing & Assessment Services	1	Finance
2	Advisory Services	2	Business Development
3	Digital Education Services	3	HR and Admin
4	Overseas Education Services	4	Information Systems
5	Educational Procurement Services & Educational Infrastructure Services		
6	Technical Support Group for <ul style="list-style-type: none"> • Sarva Shishka Abhiyan (SSA) • Rashtriya Madhyamik Shiksha Abhiyan (RMSA) • National Scheme of Incentives to Girls for Secondary Education (NSIGSE) • Mid-Day Meal (MDM) • Teacher Education (TE) • National Literacy Mission Authority (NLMA) • National Mission on Education through ICT (NMEICT) • National Project Implementation Unit (NPIU) • Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMNMTT) • Higher Education Statistics and Public Information System (HESPIS) 		

2.1 Digital Education Services (DES)

This vertical offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like ERP solutions, digital library, smart classrooms, and IT Infrastructure (networking & Wi-Fi facilities), solutions to educational institutions. As a summary, it is involved in the following functions:

- a) Providing consultancy services for technology enablement, implementation and support
- b) The department acts as a facilitator and engages with third party vendors for delivery of the projects secured, involving:
 - Project Planning
 - Customer Proposal Formulation
 - Bidding of Projects
 - Receipt of Letter of Award (LOA)
 - Execution of Agreement/MOU
 - Vendor Empanelment/Selection
 - Invoicing
 - Payment from Customer
 - Project Management
 - Issue of Letter of Acceptance (LOA)
 - Progress Reporting
 - Client Payment Monitoring
 - Payment to vendors
 - Monitoring execution timelines
 - Quality Assurance
 - Creation of Completion Report

2.2 Online Testing & Assessment Services

EdCIL has proven its Pan-Indian capability in providing recruitment solutions, demonstrated through selection and identification of personnel by conduct of screening tests at major & remote locations across the country in 100 cities. EdCIL as a Government of India Enterprise is well renowned professional consultancy organization to conduct recruitment exercises with desirable attributes of maintaining confidentiality of the process besides maintaining delivery time frame.

EdCIL has the reach to conduct these examinations all across the country right from Jammu to Thiruvananthapuram and Mumbai to Guwahati including Kathmandu (Nepal) & Andaman & Nicobar Islands. EdCIL services have been well recognized and sought after for transparent and secure conduct of the examinations. Its key activities involve:

- Processing of Rate Contract of Service Provider
- Issuance of Letter of Award (LOA) to Service Provider

- Customer Proposal Submission
- Award of Work (LOA) by Client/Agreement
- Invoicing
- Project Planning
- Project Execution
- Project Management
- Progress Reporting
- Client Payment Monitoring
- Quality Assurance
- Release of Payment to Vendors
- Creation of Completion Report

2.3 Advisory Services

This vertical offer consultancy services to Government Bodies and Educational Institutes for preparing Detailed Project Reports (DPR), Impact Assessment, Institutional Planning, and Training Needs Assessment etc., involving:

- Empanelment of Consultants
- Submission of Quotation
- Award of Work (LOA) by Client/Agreement
- Project Planning
- Project Execution
- Delivery as per scope of services
- Document / Deliverable creation
- Release of Consultant/Service Provider Payment
- Invoicing
- Client Payment Monitoring
- Payment to Consultants
- Quality assurance
- Monitoring execution timelines
- Creation of Completion Report

2.4 Overseas Education Services

This vertical assists NRI, foreigners, PIO etc. to enroll in courses in Indian institutions through educational fares under “**Study in India**” Campaign. It also facilitates placement of teachers and experts abroad. Its key activities involve:

- Planning of International Educational Fairs
- Process cost estimation and approval
- Execution of Event
- Payment to Service Provider
- Quality Assurance
- Invoicing to Participating Institutions
- Monitoring of payment from client institutions

- Signing of MOU with Indian Institutions and maintain/upgrade the information on courses offered and seats
- Placement of Students under Institution Agreement
- Client Proposal submission
- Agreement with Client Organisation for placement of students
- Invoicing to the Client Organisation where students are placed
- Transfer of Funds to Educational Institutions
- Reconciliation of Cash-in-Hand under SFS
- Money Remittance under SFS
- Facilitate placement of teachers to foreign countries under secondment covering advertisement, screening, interview, selection and contracting
- Social Media engagement with target student group
- Online registration and web portal operation involving educational institutions in India integrating target student groups overseas
- Invoicing to the client organisation for secondment
- Relationship management with foreign government and scholarship programs
- Quality Assurance
- Creation of Completion Report

2.5 Educational Infrastructure Services (EIS)

This vertical is supporting the following business functions:

- Empanelment/Selection of Contractor/Supplier/Architect
- Customer Proposal Submission
- Participation in Bidding
- Receipt of Letter of Award from Client/Agreement
- Award of Individual Contract
- Project Planning & Work Execution
- Invoicing to Client
- Monitoring of Payment from Client
- Release of Payment to Contractors
- Account Reconciliation
- Quality Assurance
- Monitoring of Quantity variation in Project
- Construction Supervision
- Inspection/Execution of Measurement Books
- Risk Management/Cost Management
- Creation of Completion Report

2.6 Educational Procurement Services (EPS)

This vertical is supporting the following business functions:

- Standardization of Educational/IT Products

- Vendor Empanelment/Selection
- Customer Proposal Submission
- Participation in Bidding
- Receipt of Letter of Award from Client/Agreement
- Invoicing to Client
- Award of Individual Contract to vendors
- Payment from Client
- Release of Payment to Contractors/vendors
- Execution of Supply
- Account Reconciliation
- Supply Supervision
- Quality Assurance
- Monitoring of Quantity variation in Project
- Risk Management/Cost Management
- Creation of Completion Report
- Warranty/AMC Maintenance

2.7 Technical Support Group

TSG provides Technical & Logistic Support for national level implementation of prestigious social sector projects of Government of India and International Funding Agencies. The List of TSGs is as under:

- Sarva Shishka Abhiyan (SSA)
- Rashtriya Madhyamik Shiksha Abhiyan (RMSA)
- National Scheme of Incentives to Girls for Secondary Education (NSIGSE)
- Mid Day Meal (MDM)
- Teacher Education (TE)
- National Literacy Mission Authority (NLMA)
- National Mission on Education through ICT (NMEICT)
- National Project Implementation Unit (NPIU)
- Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)
- Higher Education Statistics and Public Information System (HESPIS)

The service includes:

- Selection of Contractual Consultants and their end-to-end HR Management
- Procurement Services
- Event Management Services
- Logistic Services such as transportation, Premises hiring, etc

The functionalities would cover the following:

- Execution of MOU/Agreement with Client/MHRD

- Quarterly/Half Yearly/Yearly Billing
- Accountal
- Hiring of Contractual Personnel and disbursement of their Salaries, etc.
- Floating of RFP for Procurement and their finalisation
- Execution of Agreement with related vendors/service provider
- Bill payment to Vendors/Contractual Employees
- Maintenance of TSG wise Asset & Inventory Register
- Project Monitoring
- Creation of Completion Report

2.8 Information Systems

This department provides IT support to all departments and divisions, involving:

- Purchases/Procuring IT assets
- Maintaining IT assets
- Inventory management
- Website/Intranet/E-mail Maintenance
- Data Management & Back-up

2.9 Finance

This department supports business with the management of following aspects:

- Maintenance of Assets Register
- Direct taxation
- Indirect Taxes including GST
- Account Receivables
- Account payables
- Drawing up Balance Sheet and Profit & Loss Account
- Passing of Vendor/Contractors Bill w.r.t Agreement
- Vetting/Monitoring of Customer Billing
- Payroll
- Treasury management
- General Ledger
- Budgeting
- Auditing
- PF, Gratuity and Pension
- Financial vetting for Agreement/MOU, Proposals, tenders, LOA etc.

2.10 Business Development

The department drives new opportunities with new prospects or existing clients, including the following activities:

- Bidding against Tenders

- Client database management
- Issue of Business Development Letter to targeted Customers
- Monitoring of Business Leads & Prospects
- Identifying and qualifying the opportunity: The representatives regularly scan through newspapers or through references for the opportunities
- Pursue with the opportunities
- Closure of the opportunities

2.11 Human Resource & Administration

This department manages the HR and Administration function, with activities including:

- Employee Database Management (Service Record, etc)
- Recruitment of Staff (Regular & Contractual)
- Receiving applications of Potential Candidates and assessment
- On boarding and Confirmation
- Training and Development
- Performance management
- Contract renewal
- Leave and Time management
- Timesheet and cost allocation to projects
- Medical support
- Cashless Hospitalization
- Retirement and settlement of dues
- Corporate Communication activities
- Vigilance and employee relationship
- Administration including:
 - Security
 - Printing
 - Travel and lodging
 - Publishing of advertisement
 - Procurement of items

CHAPTER-VII

BID EVALUATION PROCESS

1. Overall bid Evaluation Process:

- a) Evaluation criteria will be based on evaluation of the bidder meeting the Pre - qualification through a QCBS methodology and subsequently evaluation of financial bid. The evaluation shall consist of following phases:
 - i) Phase I – Evaluation of Technical bid and subsequent QCBS evaluation
 - ii) Phase II - Evaluation of Financial bid
- b) It is mandatory for the bidder to qualify all the Pre - qualification to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

1.1 Phase I : Evaluation of Technical Bid:

Bidder shall have to upload documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. **The QCBS rating and financial bid opening will be carried out for only those bidders who qualify in the Technical bid.**

ELIGIBILITY & PRE-QUALIFICATION CRITERIA:

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received, and will not be considered for Technical evaluation.

S. No.	Pre-qualification Criteria	Supporting Document
1.	The firm should be an Indian registered company engaged in the job of consulting for minimum of 5 years in India as on date of RFP. Consortium of companies/ firms is not allowed.	Certificate of Incorporation
2.	The bidder shall be a registered company in India with valid GST Registration and PAN number allotted by the respective authorities. No TAX liabilities in Last three years on the bidder.	Service Tax registration certificate, GST Registration Certificate and PAN number, Last Three Years Income Tax Return (ITR)
3.	The bidder should neither have been debarred by any Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector	The bidder shall furnish an undertaking duly attested by notary in a

		non-judicial stamp paper of value INR100/- (Rupees One Hundred Only)
4.	The firm should be a profit-making concern for each of the last three consecutive years, with Annual turnover of at least INR 05 crore in each of the last 3 financial years (FY 2015 – 2016, 2016-17 & 2017 – 2018).	a) Audited/ CA Certified financial statements.
5.	The bidder must have implemented at least eight (8) assignment on Risk Management/Mitigation in Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector during the last five (5) financial years with at least five (5) enterprise risk management related engagements for PSUs / CPSEs	Contract Copy or Work Order or Experience Certificate

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

The bidder who fulfilled the eligibility criteria shall further be evaluated as the following matrix:

Marking Scheme:

In the below table, technical parameters for technical evaluation are mentioned:

S. No.	Technical Parameters		Maximum Marks	Supporting Documents
1.	Existence of the firm in rendering the services in field of Enterprise Risk Management.		15	Copy of the work order to be produced in the support
	a) 10 years	15 Marks		
	b) 8 years	10 Marks		
	c) 6 years	07 Marks		
	d) 5 years	5 Marks		
2.	Average Annual Turnover of the Bidder during the last three (03) financial years (FY 2015 – 2016, 2016-17 & 2017 – 2018).		20	Audited/ Certified financial statements.
	>= INR 25 Crore	20 (marks)		
	>= INR 20 Crores and < INR 25 Crores	15 (marks)		
	>= INR 10 Crores and < INR 20 Crores	10 (marks)		
	>=5 Crores and < INR 10Crores	05 (marks)		

3.	Implementation of the Risk Management/Mitigation in last five (05) financial years (FY 13-14, 14-15,15-16, 16-17, 17-18) each having a value of more than 10 Lakh :-		20	Copy of the work order to be produced in the support
	a) 15 Projects	20 (marks)		
	b) 12 Projects	15 (marks)		
	c) 8 Projects	10 (marks)		
4.	Implementation of Risk Management/Mitigation in last 5 (five) years for CPSEs / PSUs in India, each having a value of more than INR 20 lakhs.		20	Copy of the work order to be produced in the support
	a) 8 Projects	20 marks		
	b) 6 Projects	15marks		
	b) 5 Projects	10marks		
5.	<p>Presentation should be restricted to the 'scope of work' only.</p> <p>Presentation on the proposed methodology to carry out the assignment:</p> <p>(a) Familiarity with the process and Risk of the Company and experience to provide consultancy in the Risk Management domain (05 marks)</p> <p>(b) Details of the resources to be provided in the execution of the project as stated in Technical Bid. (Proposed team strength educational qualification and quality of Risk Management work experience) (05 marks)</p> <p>(c) Detailed methodology (05 marks)</p> <p>The Marks assigned under this parameter shall be based on the effectiveness of the presentation evaluated by committee constituted by EdCIL.</p>		15	Hard copy of the presentation to be submitted by technical eligible bidder at a time of presentation (technically eligible bidder shall be informed for the same after technical evaluation)
6.	Experience of team Members as per qualification and experience Annexure-XI :-		10	Copy of Resume to be submitted (Resume must be self-attested by the employee and HR)
	Team Leader	9-year experience= 4 marks 7-year experience=3marks 5-year experience= 2 marks		
	Team Member (Finance Domain)	6-year experience= 3marks 5-year experience=2 marks 4-year experience= 1 marks		Copy of Resume to be submitted (Resume must be self-attested by the

			employee and HR)
7.	Team Member (Technoogy/IC T Domain)	6-year experience= 3marks 5-year experience=2 marks 4-year experience= 1marks	Copy of Resume to be submitted (Resume must be self-attested by the employee and HR)
8.	Total		100

- The Technical bid will be evaluated by evaluation committee set-up by EDCIL on the basis of QCBS criteria and weightage assigned.
- **The bidder who scores minimum 70 marks in the marking scheme shall be declared qualified in technical evaluation stage and notified for opening of their financial bids.** The QCBS scores of qualified bidders would be communicated to them before opening of the financial bid. They would also be advised to attend opening of the financial bid.

1.2 Phase II - Evaluation of financial bids:

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

- Financial bid should be checked by bidders to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

Final Proposal shall be given scoring as below

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$F_s = 100 * F_l / F$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

F_l = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

Combined QCBS Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposals (Fs) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = 70 % * Ts+ 30 % * Fs

Bidder with highest Combined Score shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.

CHAPTER-VIII

TIMELINE & PAYMENT TERMS

1. Duration & Timeline:

The contract will be valid for a period of 5 Months from the date of issuance of Work order and successful bidder has to complete the task in stipulated time, unless terminated earlier in accordance with the provision of the signed agreement.

S.No	Milestone	Timeline (In Week)
1.	Successful Completion of review of existing end to end Risk Management framework and development of new framework in line with the latest regulation and business processes (“as is” and “as should be”). Submission of new policy Document	T+4
2.	Submission of risk register duly incorporating existing and new identified risks in consultation with the HODs of all the vertical heads. Risk register must be vetted by respective HODs. Submission of a comprehensive Risk Mitigation Strategy manual duly containing individual responsibilities, deliverables, checks, process improvement, etc.	T+8
3.	Presentation to Risk Management Committee	T+10
4.	After approval of ERM Policy by the Board of Directors	T+12
5.	Handholding during implementation of the first cycle of Risk Management Policy.	T+16

Note:- * Here ‘T’ Indicates the date of signing of agreement.

3. Payment Term: -

S.No	Milestone	Payment % of the Contract Value
1.	Successful Completion of review of existing framework and development of new framework in line with the latest regulation and business process. Submission of new policy Document	30%
2.	Submission of risk register duly incorporating existing and new identified risk in consultation with the HODs of all the vertical head. Risk register must be vetted by	30%

	respective HODs. Submission of Risk Mitigation Strategy	
3.	Presentation to Risk Management Committee	20%
4.	After duly approval of ERM Policy by the Board of Directors	10%
5.	After implementation of the first cycle of Risk Management Policy.	10%

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

4. Performance Security/Performance Bank Guarantee:

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 15 days from the date of receipt of Work Order. The Performance Bank Guarantee shall be issued by a nationalized/scheduled bank in favour of "**EdCIL (India) Limited**" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.

CHAPTER-IX

KEY CONTRACT TERMS

1. Arbitration

- i) All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- ii) Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited . The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Delhi. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the supplier / party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.
- iii) Arbitration cost will be borne jointly by both the parties to the Contract.

2. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors (“BIDDER Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the University shall not be entitled to claim any rights therein. All rights, title and interests in the EdCIL India Limited. Data shall always remain with the EdCIL India Limited . However, BIDDER shall have the right and license to use the EdCIL India Limited Data for support, testing and product enhancement purposes with permission from EdCIL India Limited. EdCIL India Limited agrees that BIDDER shall have the right to list the EdCIL India Limited’s name in its marketing material and use EdCIL India Limited logo with respect to such listing and for reference purposes. EdCIL India Limited

acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and BIDDER shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other clients.

3. Compensation

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

4. Representations and Warranties

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an ‘AS IS’ basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. As set forth in this clause, bidder makes no warranties to EdCIL India Limited, expressed or implied, with respect to any services or deliverables provide hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by bidder.

5. Limitation of Liability

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even

if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge EdCIL India Limited for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

6. Confidential Information

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

request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

7. Non-Disclosure

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

8. Force Majeure:

The Supplier/Consultant/Consulting Firm should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

9. Prices:

- I.** The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated.
- II.** The prices must be quoted in the proforma given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.

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

Executive Director (Corporate Planning)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201 301, Uttar Pradesh
Tel: 91-120-2512001 to 2512006

Supplier: (To be filled in by the supplier)

11. Resolution of Disputes: The dispute resolution mechanism to be applied pursuant should be as follows:

- I. Any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- II. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- III. In the case of a dispute between the EdCIL and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- IV. The venue of the arbitration should be the place from where the order is issued.

12. Supplier Integrity

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

13. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents

pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

14. 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.

15. Notices

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

16. Taxes

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

17. Termination for Default

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

- I. If the Supplier fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- IV. For the purpose of this Clause:
 - **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - **“Fraudulent practice”** means a misrepresentation of facts in order to influence

a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

18. Disputes and Jurisdiction:

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

19. Compliance certificate:

This certificate must be provided on their letter head indicating the bidder is capable of performing all the functions of all modules provided in the scope of work

20. Award of Contract:

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

21. Rates in Figures and Words:

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

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

ANNEXURE-I

<< Organization Letter Head >>

DECLARATION SHEET

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

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

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees)	
8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
9 UTR No. (For EMD)	
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

ANNEXURE II

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

To

Executive Director (Corporate Planning)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.)

Sir,

SUBJECT- Selection of consulting agency for development & implementation of framework for enterprise risk management

This bears reference to EdCIL Bid No. **EdCIL/Corporate Planning/ERM/2019/July/001** Dated We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

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

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

ANNEXURE III

UNDERTAKING

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

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

Authorized Signatory

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

ANNEXURE IV

Annual Average Turn Over: -

Sl. No.	Financial Year	Annual Turn over
1.	2015-16	
2.	2016-17	
3.	2017-18	
Total		
Average		

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

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

ANNEXURE-V

Details of Projects Completed During Last 5 years

Bid No.:

Name of the Firm:

S.No	Name of Client	Name of the Project and brief description	Value (Exc Tax)	Date of award	Date of Completion	Current Status	Name of Contact Person and other details
1.							
2.							
3.							
4.							
5.							
6.							
7							
8							

ANNEXURE-VI

POWER OF ATTORNEY

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

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

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

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

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

THIS DAY OF 2017.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

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

Notes:

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

ANNEXURE-VII

LETTER OF BID SUBMISSION

To
Executive Director (Corporate Planning),
EdCIL (India) Limited,
EdCIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

SUBJECT- Selection of consulting agency for development & implementation of framework for enterprise risk management

-Submission of Bid -

Sir,

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

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

S.No.	Name of Work	Certificate From

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

Enclosures:

Date of Submission :

ANNEXURE – VIII

Name of the Bank: _____

To

Executive Director (CP)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.)

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chairman and Managing Director EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____

Dt : _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called “the said Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ (₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Ltd.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the Executive Director (CP), 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 Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (₹ _____ Only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL

(India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

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

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

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

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

would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:	The	Day of	For
		(indicate the name of bank)	
		Signature of Banks Authorized official	
Witness		(Name)_____	
		Designation with Code No. -----	
1		Full Address-----	
2.			

ANNEXURE-IX**PROFORMA PRE CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2019, 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 **“Selection of Consultant/Consulting Agency for Development & Implementation of Framework for Enterprise Risk Management”**.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. **EdCIL/Corporate Planning/ERM/2019/July/001** Dated 2019.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. **EdCIL/Corporate Planning/ERM/2019/July/001** dated2019 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to

them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

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

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

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

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

3. Commitments of Bidders

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

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

advantage in the bidding, evaluation, contracting and implementation of the contract.

-
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details,

including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

4. PREVIOUS 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. 70,000/- 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 O&M

period, whichever is later.

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

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

6. **SANCTIONS FOR VIOLATIONS**

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.

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

7. INDEPENDENT MONITORS

- 1.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 1.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 1.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 1.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided 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.
- 1.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 1.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

2. 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.

3. LAW AND PLACE OF JURISDICTION

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

4. **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.

5. **VALIDITY**

5.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/Corporate Planning/ERM/2019/July/001 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including O&M period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

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

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

EdCIL (India) Limited
Name of the Officer :
Designation:

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

Annexure X

Tender Compliance Sheet

S. No.	Description	Yes/No with Page No.
1.	Whether bidder has submitted the bid fee or not?	Not Applicable
2.	BID SECURITY(EMD) Whether the bidder has attached the Bid Security as per format of the Bid Security form?	
3.	Amount of Bid Security (EMD) as per bid requirement or not?	
4.	Form in which Bid security (EMD) enclosed (Bank Guarantee/Demand Draft).	
5.	Date of issue of Demand Draft for EMD	
6.	Validity of the Demand Draft (if submitted) 90 days from submission of bid or not?	
7.	Bid validity 90 days or not?	
8.	Legal Status/ Constitution of firm (any document & partnership deed etc.)	
9.	Details of Service Supports/Closest Service Station from where service would be provided during O&M period	
10.	Whether the bidder has quoted for all the items in the Schedule?	
11.	Whether price as per Financial Bid quoted or not?	
12.	Whether Project Timeline as per bid agreed or not?	
13.	Payment terms as per bid agreed or not?	
14.	Undertaking as per Annexure-III or not?	
15.	A brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the above said work is attached or not?	

S. No.	Description	Yes/No with Page No.
16	Letter of proposal signed and enclosed with the bid offer	
17	Signed copy of Pre-contract integrity pact	
18	Letter of Bid submission	
19	Signed copy of the tender document submitted	
20	Power of Attorney	
21	Declaration Sheet	
	Pre-qualification Criteria	
22.	The firm should be an Indian registered company engaged in the job of consulting for minimum of 5 years in India as on date of RFP. Consortium of companies/ firms is not allowed.	
23.	The bidder shall be a registered company in India with valid Service Tax Registration, GST Registration and PAN number allotted by the respective authorities. No TAX liabilities in Last three years on the bidder.	
24	The bidder should neither have been blacklisted by any Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector	
25	The firm should be a profit-making concern for each of the last three consecutive years, with Annual turnover of at least INR 05 crore in each of the last 3 financial years (FY 2015 – 2016, 2016-17 & 2017 – 2018).	

S. No.	Description	Yes/No with Page No.
26	The bidder must have implemented at least eight (8) assignment on Risk Management/Mitigation in Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector during the last five (5) financial years with at least five (5) enterprise risk management related engagements for PSUs / CPSEs	

Annexure XI

Appendix : Key Personnel for Development & Implementation of Framework for Enterprise Risk Management

1. The successful bidder shall deploy an appropriate team consisting of an experienced Team Leader & Member(s)
2. Every member of the team shall be a full-time employee of the successful bidder
3. Team Lead and Team member must possess the minimum qualification and experience as mentioned in the table below:

Role	years of relevant experience (implementation of ERM)	Qualifications
Team Leader	5+	<ul style="list-style-type: none"> • A member of Institute of Chartered Accountants of India or similar professional accounting body or post graduate Degree/diploma in Business Management from a Recognized Institute • Minimum work experience of 5 years post qualification of professional course • Minimum 4 years of experience in implementing ERM • Experience in implementation ERM for at least 3 PSUs/CPSEs • Experience of implementing ERM in line with leading ERM frameworks – COSO & ISO:31000 • Trained on ISO:31000 and COSO
Team Member (Finance Domain)	4+	<ul style="list-style-type: none"> • A member of Institute of Chartered Accountants of India or similar professional accounting body or post graduate Degree/diploma in Business Management from a Recognized Institute • Minimum work experience of 4 years post qualification of professional course • Minimum 2 years of experience in implementing ERM • Experience of implementing ERM in line with leading ERM frameworks – COSO & ISO:31000 • Trained on ISO:31000 and COSO

Team Member (ICT/Technology Domain)	4+	<ul style="list-style-type: none"> • A BE/B. Tech graduate CS/IT/ECE in from a Recognized Institute • Minimum work experience of 4 years post qualification of professional course • Minimum 2 years of experience in implementing ERM
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Name :	Role (Team Lead / Team Member)												
Qualification(s)													
Overall work experience (in years)													
Relevant experience (in ERM implementation)													
Employed by bidder company since													
Details of relevant professional experience	<table border="1"> <thead> <tr> <th>Engagement Type</th><th></th></tr> </thead> <tbody> <tr> <td>Entity</td><td></td></tr> <tr> <td>Nature of Entity (PSE / Private)</td><td></td></tr> <tr> <td>Period of engagement</td><td></td></tr> <tr> <td>Role</td><td></td></tr> <tr> <td>Key work performed</td><td></td></tr> </tbody> </table> <p>(Add multiple table if required to demonstrate relevant experience)</p>	Engagement Type		Entity		Nature of Entity (PSE / Private)		Period of engagement		Role		Key work performed	
Engagement Type													
Entity													
Nature of Entity (PSE / Private)													
Period of engagement													
Role													
Key work performed													

FINANCIAL BID

Instructions to Bidders

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

Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation.

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

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

FINANCIAL BID SUBMISSION FORM

To:

Executive Director (Corporate Planning)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Dated: ____/____/2019

Dear Sir,

We, the undersigned, offer to provide “Selection of consulting agency for development & implementation of framework for enterprise risk management” In accordance with your request for proposal dated ____/____/2019.

Our attached Financial Bid is for the amount of _____ *[Indicate the corresponding to the amount(s), currency(ies) {Insert amount(s) in words and figures}]*.

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

We remain,

Yours sincerely,

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

FORM-1

SUMMARY OF FINANCIAL BID

S. No.	Description	Amount (exclusive of Tax) (Rs.)	Tax (%)	Tax Amount (Rs.)
1.	Consultancy fees for development & implementation of framework for enterprise risk management (Lumpsum)			
	Total Price Bid (Inclusive of Tax) (In Figure) (Rs)			
Total Price Bid (exclusive of taxes) (in Words)				
(Rupees.....)				
Total Price Bid (Inclusive of taxes) (In Words)				
(Rupees.....)				
Signature of bidder				
			
Name & Address				
			
			
Note:	Date			
			
i)	<i>Discount or any other offers affecting the price must be mentioned here only. Discount or any other offers affecting the price mentioned at any other place of the bid will not be considered.</i>			
ii)	<i>In case of discrepancy between unit price and total price, the unit price shall prevail.</i>			
iii)	<i>Bids shall be evaluated based on total price without taxes, however taxes shall be paid as per prevalent rate at time of invoice</i>			