

**Limited Tender Enquiry**  
**For**  
**Hiring of Firm for ERP Implementation**  
**Consultancy for a University**

**Tender Ref. No. EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July 2016**



**EdCIL (India) Limited**  
(A "MINI RATNA" Govt. of India Enterprise)  
'Ed.CIL House', Plot No. 18A, Sector – 16A  
NOIDA – 201301 (UP), INDIA  
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372



**EdCIL (India) Limited**  
**(A Government of India Enterprise)**  
**(A Mini Ratna Company)**

**(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A,  
Sector 16-A, NOIDA – 201301 (U.P.)**

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**for**  
**Hiring of Firm for ERP Implementation Consultancy for a University**

<b>Tender Ref. No. EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July 2016</b>	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) (A Government of India Enterprise) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	01 <sup>st</sup> August 2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	01 <sup>st</sup> August 2016 at 1530 hrs

**Cost of Tender Document:**  
**Rs.1,000/- (Rupees One Thousand Only)**

Name of the Bidding Company/ Service provider:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Email	

### Reference Table of Contents

<b>Chapter</b>	<b>Subject</b>	<b>Page</b>
1.	Introduction	1-3
2.	Abbreviations and Definitions	4
3.	Schedule for Invitation for the Tender	5
4.	Instruction to Bidders	6-13
5.	Terms of Reference	14-16
6.	Proposed Contract Terms	17-23
Annexure-1	Bid Form	24-25
Annexure-2	Letter of undertaking	26
Annexure-3	Declaration – No Blacklisting	27
Annexure - 4	Turnover Statement	28
Annexure 5	Experience of the Applicant	29
Annexure-6	Power of Attorney	30-31
Annexure-7	Letter of Proposal Submission	32
Annexure-8	Financial Bid	33
Annexure-9	Performance Bank Guarantee	34-36
Annexure-10	Performa Pre Contract Integrity Pact	37-44
Annexure-11	Description of Approach ,Methodology & Work Plan	45
Annexure-12	Curriculum Vitae for Professional Staff	46-47
	Check List	48

# CHAPTER - I

## Introduction

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

1. The company over the three decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and their large corporates.
2. EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Human Resource Development like “*Sarv Siksha Abhiyan (SSA)*”, “*Mid Day Meal Scheme (MDM)*”, “*National Mission on Education through Information & Communication Technology (NMEICT)*”, “*Rashtriya Madhyamik Shiksha Abhiyan (RMSA)*”, “*National Literacy Mission Authority (NLMA)*”, “*Higher Education Statistics and Public Information System (HESPIS)*”, “*Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)*” etc.
3. The company offers the following technology led solutions in the Education & Training space.
  - a. **Online recruitment Services** are offered to various Government Departments/Public Sector Undertakings, Educational Institutions in order to select and appoint executives for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
  - b. **IT and ICT Division** offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages and e-content development, e-operation and management (networking & Wi-Fi facilities), solutions to educational institutions along with that setting up of virtual universities;

**c. Skill Development & Human Resource Training including Teachers Training;**

**d. Marketing of Indian Education product overseas;**

**e. Placement of Indian Teachers overseas;**

**f. Edu-Technology and Infrastructure Division** offers concept to commission services like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies, Project Evaluation, Project Management and Turnkey Solutions. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University , Indian National Railway University, Central Universities and many other institutes of national importance;

**4.** The company has expertise and large network of alliance partners and tie-up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects. The successful clients include:

**National**

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

**Overseas**

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

**5.** EdCIL has diversified into the other areas of Social Sector (Health, Agriculture and Rural Development) and has been accepted as a preferred service provider for undertaking consultancy assignments. In addition to the above, EdCIL has also executed several projects funded by World Bank, African Development Bank and other International Organizations.

## **Project Background**

EdCIL India Ltd (EdCIL) intends to hire a Firm for ERP Implementation Consultancy for a University.

In this context, EdCIL invites proposal through a Limited Tender to obtain bids from reputed and experienced firm for ERP Implementation Consultancy for a University.

## CHAPTER - 2

### ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Consultant	" <b>Consultant</b> " means a legally-established professional consulting service provider or an entity that may provide or provides the Services to EdCIL under the Contract.
Proposal	" <b>Proposal</b> " means the Technical Proposal and the Financial Proposal of the Consultant.

### CHAPTER 3

#### Schedule for invitation to Tender

1.	Name of the issuing office	<b>Shri V.V.Murari, CGM/P EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
2.	Submission of Proposal and Contact person	<b>Shri V.V.Murari, CGM/P EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
3.	Date of Bid Specification document to be available on the website <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a>	<b>08<sup>th</sup> July 2016</b>
4.	Date of Pre-Bid meeting(For online query please mention “Bid Query” in the subject line)	<b>20<sup>th</sup> July 2016 at 1500 Hrs</b>
5.	Last date for submission of Bid Query	<b>19<sup>th</sup> July 2016</b>
6.	Last date and time for submission of Proposal Documents	<b>1<sup>st</sup> August 2016 (upto 1500 hrs.)</b>
7.	Date and time of opening of Technical Bid	<b>1<sup>st</sup> August 2016 at 1530 hrs</b>
8.	Date and time of opening of Financial Bid	<b>To be informed separately.</b>
9.	Place of opening of Bid Document	<b>EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>



## CHAPTER 4

### INSTRUCTIONS TO BIDDERS

#### 1. Procedure for preparation and submission of bids

1.1. The Tender will have two packet system for the scope of the work:

- a) Technical Bid consisting of all Technical details along with commercial terms and conditions.
- b) Financial Bid indicating item wise price for the items mentioned in the bid.

1.2. The technical bid and financial bid should be sealed by bidder in separate cover duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed as **Tender for Hiring of Firm for ERP Implementation Consultancy for a University.**

1.3. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

1.4. Technical bid, financial bid , bid fee and Earnest money must be prepared as per instructions provided in this section.

1.5. Bidder should take into account any corrigendum / amendment published on the tender document before submitting their bid. Any corrigendum / amendment to be issued if any by EdCIL, shall only be available at <http://www.edcilindia.co.in>

1.6. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.

1.7. As part of the bid, the bidder should provide the Technical and financial bid as follows:

- a) bidder has to pay the bid fee for Rs.1000/- (One Thousand only) in favor of **EdCIL India Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.
- b) The Bidder must furnish earnest money for Rs.100,000/- (One Lakh only) in favor of **EdCIL India Ltd.** "Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

In the case of bidders whose bids are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within one month from the date of issue of Work Order to the successful bidder.

The EMD of successful bidder would be returned without interest within 15 days after submission of required Performance Guarantee

## **2. Assistance to Bidders**

Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender issuing office for a tender or the relevant contact person indicated in Schedule for invitation to tender.

## **3. Cost of the tender**

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **4. Content of the tender**

The tender documents includes:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Proposed Contract Terms
5. Financial Bid

The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

## **5. Clarification on tender**

A prospective bidder requiring any clarification on tender document may submit queries to the issuing officer in the following format so as to receive before the date of pre-bid conference :

S.No.	Section no	Clause No	Reference/Subject	Clarification sought

EdCIL will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and is not obliged to send individual replies to the bidders. Bidders are advised to see the clarifications /amendments given by EdCIL during the bid process at [www.edcilindia.co.in](http://www.edcilindia.co.in).

## **6. Amendment in Tender Document.**

6.1. At any time up to the last date for receipt of proposal, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.

6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

## **7. Language**

The language of all correspondence and documents exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder 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.

## **8. Documents comprising the bid**

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted
- ix) Complete workflow coverage details process of Consultancy for ERP Implementation.

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Price Bid Format

## **9. Bid Prices**

- 9.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 9.2 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 9.3 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.
- 9.4 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies, service tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project, it will be borne by EdCIL.

## **10. Authorized Signatory**

- 10.1 The bid document should be signed by the authorized representative of the bidder.
- 10.2 The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

## **11 Period of Validity of Bid**

Bids shall remain valid for the period of 90 days after the date of opening of technical bid. A bid valid for a shorter period may be rejected by EdCIL as non responsive. In exceptional circumstances, EdCIL may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

## **12 Last date and receipt of Bid**

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, EdCIL may, at its discretion, extend the last date for the receipt of bids by amending the tender.

## **13 Late Bid**

Any bid received by EdCIL after the specified time and last date for receipt of bid prescribed by EdCIL shall be rejected.

## **14 Address for Correspondence**

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by EdCIL.

## **15 Preliminary examination**

EdCIL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by EdCIL.

## **16 Earnest Money (EMD)**

16.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 1,00,000/- (Rs. One lakhs only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.

16.2 Bids received without EMD shall be summarily rejected.

16.3 The earnest money of unsuccessful bidders shall be refunded without interest after award of work to successful bidder.

16.4 The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.

- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

## 17 Pre-bid conference

The bidder or his official representative is advised to attend a pre-bid conference on **20.07.2016 at 1500 hrs.** at the office of :

**Chief General Manager (Projects)**  
**EdCIL (India) Limited,**  
EdCIL House, 18 A, Sector 16A,  
NOIDA – 201 301 (U.P)  
Phone: 0120 2512008, Fax: 0120 2515372  
Email: vvmurari@edcil.co.in

The purpose of this meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage.

The bidder is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach EdCIL **not later than 19.07.2016.**

Queries relevant to the bid Documents shall be addressed to the Chief General Manager (Projects), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading of response in the EdCIL website.

Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by EdCIL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. **Addenda will be treated as part of Tender Document.** The copy of Addenda and response to other queries will also be hosted on EdCIL website ([www.edcilindia.co.in](http://www.edcilindia.co.in)) for the purpose of downloading.

## 18 Overall bid Evaluation Process:

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

Phase I – Evaluation of Technical bid  
Phase II - Evaluation of Financial bid

**19 Phase I : Evaluation of Technical Bid:**

19.1 The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS).The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:

19.2 Technical Evaluation: The bids will be evaluated based on the Technical Evaluation Criteria mentioned at Sl.No.-1 to 4 of this chapter. Technical Criteria Bidders are required to furnish data with supporting documents on the prescribed format mentioned against Sl. No. 1 to 4 of the below mentioned table for evaluation by EdCIL.

19.3 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.

19.4 Bidder must meet all of the following eligibility requirements.

<b>S. No</b>	<b>Technical Parameters</b>	<b>Max score</b>	<b>Documentary evidence to be submitted</b>
1.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 12-13, 13-14 & 14-15)  >= INR 200 Crores : (25 marks) >= INR 100 Crores and < INR 200 Crores : (20marks) >= INR 50 Crores and < INR 100 Crores : (15 marks)	25	Audited balance sheets along with copy of CA certificate
2.	ERP specific projects undertaken by the bidder in Govt. Depts./Govt. Agency/PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 12-13 onwards)  >= INR 20 Crores : (25 marks) >= INR 10 Crores and < INR 20 Crores : (20 marks) >= INR 3 Crores and < INR 10 Crores : (15 marks)	25	Copy of work order and self declaration by authorized representative (not less than a Partner).
3	Experience of Implementation of providing consultancy services for ERP Project in Govt. Depts./Govt. Agency/ PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 12-13 onwards).  More than 3 projects : (25 marks) Upto 3 Projects : (5 marks per project)	25	Copy of work order and self declaration by authorized representative (not less than a Partner).
4.	Total strength of users where ERP solutions has been implemented.  More than 10000 user : (25 marks) 5000 to 10000 user : (20marks) 1000 to 5000 user : (15 marks)	25	Copy of work order and self declaration by authorized representative (not less than a Partner).
	<b>Total</b>	<b>100</b>	

19.5 The Technical bid will be evaluated by evaluation committee set-up by EdCIL on the basis of criteria and weightage assigned.

**20 Phase II - Evaluation of financial bids:**

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- c. EdCIL reserves the right to avail the services of any single or combination of items given in the Financial bid.

**21 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:

$$F_s = 100 * FI / F$$

**Where:**

**F<sub>s</sub> = The financial score of the Financial Proposal being evaluated**

**FI = The price of lowest priced Financial Proposal**

**F = The quoted price of Financial Proposal under consideration**

**22 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:

$$\text{Combined Score} = 70 \% * T_s + 30 \% * F_s$$

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 5

### Terms of Reference

The project shall be carried out in a phased manner with appropriate check-points to ensure alignment with EdCIL expectations. We envisage the phases to be as follows over three components:

#### ***Component 1: Analysis, Design and Cost Benefit Analysis (8 weeks)***

##### **Phase 1 (A): Project initiation and As-Is study and analysis report**

- Study of the present structure, systems, functions and services of the end client company
- Study of all existing processes (both core and support)
- Research and reflect improvement opportunities based on relevant best practices – both nationally and internationally
- Prioritize the processes for reengineering and related approach for the same.
- Business Profit and Risk Mitigation Analysis.

##### ***Deliverables***

- Presentation to EdCIL/Client.
- Project inception report including detailed project work plan
- As-Is study report including identification of services, detailed process diagrams, bottlenecks and areas of improvement
- Best practices analysis report study of international and national level best process
- Reengineering Implementation Report
- Module wise costing.

##### **Phase 1 (B): Designing the “To Be” processes and identifying Information System requirements**

Conduct a detailed analysis of the “as is” processes to identify improvement opportunities and gaps.

- Develop recommendations to exploit the opportunities and bridge the identified gaps.
- Develop “to be” process design (bearing mind CLIENT’s growth plan and the fact that will implement an integrated ERP and/or other best of breed systems)
- Develop a high-level functional and technical model reflecting the information systems required to support the “to be” processes. This should include all components such as work-flows, controls and information/reports required
- Develop functional and technical requirement specifications for the information systems identified in the functional and technical models. These should jointly be termed as the **system requirement specification (SRS)**.
- Develop best case estimates for hardware/system software requirements. Please note that END CLIENT may create its own IT infrastructure or may choose to host its information systems with a 3<sup>rd</sup> party cloud hosting service

provider but would still need these inputs for the purposes of negotiating the agreement with the service provider

- Develop a re-engineering and information systems delivery approach. This should include methods/activities required for the implementation of the planned changes and other such as procurement, customer acquisition or service delivery approach for the information systems such as the ERP

### ***Deliverables***

- Presentation to EdCIL & END CLIENT's team.
- Recommendations for changes to the processes and/or organization (to be agreed with EdCIL & END CLIENT)
- "To be" processes as described above
- Functional and technical Information System models
- Functional and technical requirement specifications (jointly termed as SRS)
- Hardware/system software requirements and sizing
- Re-engineering and information systems delivery approach

### **Component 2 : Provide assistance for vendor selection and evaluation for IT related tasks and projects (12 weeks)**

Define bid requirements for the information systems (ERP and potentially others):

- Develop RFP including scope, requirements, bid process, schedule, bid formats
- Provide pre-bid support
- Bid evaluation support
- Vendor (ERP, other information systems and the related system integrator) selection and negotiation support
- Provide day-to-day active technical support and advice to the CLIENT as related to procurement, contract management and its administration

### ***Deliverables***

- RFP document including Scope, Terms & Conditions, Evaluation Criteria.
- Assistance in Pre-bid meeting.
- Procurement support as mentioned above

### ***Component 3: Project Management Support (Hand holding support) (28 weeks)***

#### **Provide Project Management Assistance for Implementation of the Process Changes and ERP**

- Establish an integrated implementation and resource plan with the software implementation vendor
- Setup the project management office and framework
- Monitor progress of contracts implementation to ensure that it abides by the stipulated standards, procedures and planned procurement timetable (Items:

Project Schedule, Project Budget, Technical Procedure, Contract Management)

- Assist in the preparation and monitoring of monthly and quarterly progress reports, including comparison between planned and actual progress in physical and financial terms and identification of delays and recommendations for midcourse changes or remedial actions
- Overall supervision of the project ensuring successful implementation of ERP solution till it gets to Go Live status and beyond till the project is officially completed and closed.

***Deliverables***

- *Monthly Progress Reports and Periodic Reports consisting of progress vis-à-vis agreed work plan and report of existing/possible constraints for mitigation*

## CHAPTER 6

### Proposed Contract Terms

1) **Income Tax/ Service Tax Registration Certificate**

PAN and Service tax registration No. should be quoted.

2) **Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) **Language**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Notices**

a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5) **Applicable Law**

a) The contract shall be interpreted in accordance with the laws of the Union of India.

b) Governing Law and Choice of Forum:

- The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

6) **Deliverables**

The bidder whose tender is accepted shall arrange to start the services as mentioned in the Bid document.

**7) PAYMENT TERMS**

The payment will be made within 30 days on receipt of Invoice (in duplicate) for each component after successful completion in accordance with the deliverables given in the Terms of References. This is duly certified by the authorized representative of EdCIL.

- 8) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.

The bidder shall enter into a non-disclosure agreement with EdCIL.

**9) Confidentiality**

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of other party.

**10) Performance Security**

Within 10 days of receipt of the Work order, the successful bidder shall furnish one performance security of 10% of contract value valid for 12 months from the date of issue of work order, failing which EMD of the same will be forfeited & the contract will be cancelled.

The above performance security should be in the form of Bank Guarantee in favour of EdCIL(India) Ltd issued by only a Nationalized Bank located in India.

If the consultancy agency fails to fulfill his/their obligations as per the conditions of the work Order, EdCIL shall be well within its right to encash the performance Bank Guarantee. The proceeds so received shall be used to indemnify the losses suffered by EdCIL / End Client. This shall be in addition to any other action/penalty taken by EdCIL for failure.

The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank

Guarantee, rendering the same valid for duration of the contract as amended.

**11 Consortium**

No consortium will be entertained by EdCIL.

**12 LD on account of Delays in the Bidder's Performance**

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

**13 Termination**

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

**a) Termination of The Contract**

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

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

**b) Consequences of Termination**

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

**c) TERMINATION FOR CONVENIENCE**

- i. EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.

**14) Duration of the Contract**

The contract will be entered into for a period of One (01) years.

**15) Legal Liability**

EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider

16) **Settlement of Disputes**

- a. **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

17) **Arbitration:**

- a. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b. All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

18) **Reservation of Rights:**

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants/experts to assist EdCIL in the evaluation or review of proposals.
- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.



19) **Suspension**

- a. EdCIL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
  - i. Shall specify the nature of the failure and
  - ii. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b. EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

20) **Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

21) **Indemnity**

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

22) **Special Terms and Conditions**

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the service provider.
- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.
- The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-) as per Annexure 3.

**Bid Form**

I. Addressed to

a.	Name of the tendering Authority	CGM (Projects) EdCIL (India) Limited
b.	Address	CGM (Projects) EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372
e.	Email Id	vvmurari@edcil.co.in

II. Tender No. EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July 2016

III. Other related details:-

1	Name of Bidder													
2	Name & Designation of Authorized Signatory													
3	Registered/Head Office Address													
4	Delhi Office	<table border="1"> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Contact Person</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Email id</td> <td></td> </tr> </table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
Contact Person														
Phone														
Email id														
5	Year of Establishment													
6	Type of Firm (Put Tick mark)	<table border="1"> <tr> <td>Public Limited</td> <td>Private Limited</td> <td>Partnership</td> <td>Proprietary</td> </tr> </table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7	Telephone Number(s)/ Mobile													
8	Website URL													
9	Fax No.													
10	Email Address													
11	Indicate if organization has been blacklisted or not													

12	Breakup of Partners, Engagement Managers Associates and other consulting employees	
13	No. of executive globally	
14	Are there any clarification / information etc that the bidder may like to make	

- IV. The Tender document fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been remitted vide DD/ Banker's cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To

CGM (Projects)  
EdCIL (India) Limited (EdCIL)  
EdCIL House, 18 A, Sector-16 A,  
NOIDA – 201301 (U.P.), India

Sir,

**Subject: Submission of Tender for Hiring of Firm for ERP Implementation  
Consultancy for a University**

This bears reference to EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July 2016. 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 \_\_\_/\_\_\_/2016 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
Place:

**SELF-DECLARATION – NON BLACKLISTING**

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

To,

CGM (Projects)  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July 2016 **for Tender for Hiring of Firm for ERP Implementation Consultancy for a University**, I/We hereby declare that presently our Company/Service provider \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Turnover Statement**

<b>S.No</b>	<b>Financial Year</b>	<b>Annual Turnover of bidder</b>
1.	2012-13	
2.	2013-14	
3.	2014-15	

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

**Annexure - 5**

**Details of Past Experience:**

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU in education Institutes/Universities :

<b>S.No</b>	<b>Name of University / Institute</b>	<b>Name of the Project and brief description</b>	<b>Value</b>	<b>Date of award</b>	<b>Date of Completion</b>	<b>Current Status</b>
1.						
2.						
3.						
4.						
5.						
6.						



**Power of Attorney:**

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

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the ..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2016.

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

(Signature, name, designation, and address)

\_\_\_\_\_

Witness:

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

Notarised

Accepted

.....

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

Notes:

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

**Letter of Proposal Submission of Financial Bid:**

To: [Name and address of the employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of assignment/job] in accordance with your Request for Proposal dated 08<sup>th</sup> July 2016 and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

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

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any proposal you receive.

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

---

**Annexure 8**

**Financial Bid**

<b>Items</b>	<b>Consultancy Fee (in Rs.)</b>	<b>Taxes (in Rs.)</b>	<b>Total Amount (in Rs.)</b>
<b>Component 1</b> <i>Analysis, Design and Cost Benefit Analysis</i>			
<b>Component 2</b> Provide assistance for vendor selection and evaluation for IT related tasks and projects			
<b>Component 3</b> <i>Project Management Support</i>			
<b>Total</b>			

Total price quoted in Rs. (words) including tax : \_\_\_\_\_

Authorized signature with date & Seal of organization

Note : indicate the total costs including taxes to be paid by Tendering Authority. Such total costs must be comprehensive and inclusive of all services to be provided as per the scope of work mentioned in the TOR. The Costs quoted above shall be inclusive of costs pertaining to travel/stay and any other allowances payable to the staff deployed for the assignment.

**Signature**  
**Name**  
**Designation**  
**Place**  
**Date**

Name of the Bank: -----

To

EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the EdCIL acting through----- ( Designation & address of Contract Signing Authority), ( hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----dt.----- Made between----- (Designation & address of contract signing Authority) and ----- (here in after called “the said Service Provider” for the work----- (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ..... ₹ .....only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not 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 General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. ( ₹ ..... Only).

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
4. We,..... ( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ..... (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
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 upto ( Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the

contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... ( Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:            the            day of            for

(indicate the name of bank)

Signature of Banks Authorised official

Witness

( Name )-----

Designation with Code No. -----

1

Full Address-----

2.

**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 .... 2016, 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 **Tender for Hiring of Firm for ERP Implementation Consultancy for a University** and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. .... /2016  
dated.....2016.

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 tender documents No. .... dated .....2016 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 may 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.

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 declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider 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, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 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 service provider, 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. 1,00,000 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 may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

## 6.0 **SANCTIONS FOR VIOLATIONS**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may 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 may 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**

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 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.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

8.7 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.

8.8 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, should the occasion arise, submit proposals for correcting problematic situations.

9. **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.

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender **No.** EdCIL/ERP/UNI/2016/05 dated 08<sup>th</sup> July towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should 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.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer  
OFFICER  
Designation

BIDDER  
CHIEF EXECUTIVE

Witness

1. \_\_\_\_\_ 1.

\_\_\_\_\_

2. \_\_\_\_\_ 2.

\_\_\_\_\_

Witness

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

**Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Project. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing,

(a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be provided as per the Table below:

Name of Staff	Qualification and Area of Expertise	Position Assigned	Task Assigned

(c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The Staffing should be consistent with the Table above



**Curriculum Vitae (CV) for Proposed Professional Staff**

1. Proposed Position: \_\_\_\_\_
2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_
3. Name of Staff [Insert full name]: \_\_\_\_\_
4. Date of Birth: Nationality: \_\_\_\_\_
5. Education (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment): \_\_\_\_\_
6. Membership of Professional Associations (as relevant to the current assignment): \_\_\_\_\_
7. Other Training and Certification (Indicate significant training and certification as relevant to the current assignment): \_\_\_\_\_
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member for last 10 years in descending order giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: \_\_\_\_\_
10. Detailed Tasks Assigned [List all tasks to be performed under this assignment]: \_\_\_\_\_
11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]: \_\_\_\_\_

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities perf	

12. Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date

[Signature of staff member or authorized representative of the staff] Day/Month/Year ]

Full name of authorized representative: \_\_\_\_\_

## Check List

S.No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favour of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 1,00,000/- drawn in favour of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Declaration of non black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Financial Bid duly signed as per Annexure 8 submitted	
12	Signed copy of the tender document submitted	
13	Certificate of incorporation of company/business submitted	
14	Detailed Methodology as per the Tender document	