Selection of Consulting organization for Strategy refresh and Business transformation for EdCIL

EdCIL (India) Limited
A Govt. of India, Mini Ratna Category-I CPSE

Corporate office: EdCIL House, Plot No. 18A, Sector 16A, Noida-201301 (U.P.) India
Tel: 0120 – 2512001-006, FAX: 0120-2515372

Registered Address: Amba Deep Building, 7th Floor, 14 KG Marg, New Delhi – 110001

CIN No: U74899DL1981GOI011882

PART I: TECHNICAL BID

NIT No- EdCIL/DES/2025/PMU/001

Dated: 21.03.2025

This document is serially numbered from page number 01 to 76

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 Company 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 the Company 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 the Company in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this 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 Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

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

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Notice Inviting Tender

EdCIL (INDIA) LIMITED
(A Govt. of India Mini Ratna Category-I CPSE)
SECTOR 16A, NOIDA

NIT No- EdCIL/DES/2025/PMU/001 **Dated: 21.03.2025**

Name of work	**Selection of Consulting Organization for Strategy refresh and Business transformation for EdCIL**
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	21.03.2025
Document Download/Sale Start	21.03.2025
Document Download/Sale End	04.04.2025 till 03:00 PM
Date for Pre-Bid Conference and Time	27.03.2025 at 03:00 PM
Bid queries should reach by	26.03.2025 till 03:00 PM Bid queries received later than the date and time as mentioned above shall not be entertained. Bid queries should be emailed to destenders@edcil.co.in as per the format specified.
Last Date and Time for receipts of Bids	04.04.2025 till 3:00 PM. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
Date and Time of Opening of Technical	04.04.2025 03:30 PM
Date and Time of Opening of Financial	To be informed later
Earnest Money Deposit	**Rs. 2,64,500/- (Rupees Two lakhs Sixty-Four Thousand Five Hundred Only)/-** in form of Demand Draft/Bank Guarantee/NEFT from the Nationalised bank or Authorised scheduled Banks. Scanned copy to be uploaded with tender documents and original to be submitted as per the instruction to bidders.
No. of Covers	02 (Two Packet)
Bid Validity days	180 days (From last date of opening of tender)
Duration of the Contract	12 months
Performance Bank Guarantee (PBG)	3% of the total work value of the successful bidder. PBG is required to be submitted within 14 days from the date of issue of LOA as per Annexure – IX
Email Address	destenders@edcil.co.in

Address	**Corporate Office**: EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301 **Regd. Office:** 7th Floor, Amba deep Building, 14 KG Marg, New Delhi - 110001
Contact Person	Chief General Manager (DES) EdCIL (India) Limited, 18A, Sector-16A, Noida-201301 Tel: 91-120-2512001 to 2512006

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/enrol before participating.

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

5. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

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

Chapter – I
Offline and Online Bid Submission Documents

1.1 Offline Submission

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

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

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

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

1.2 Online Submission

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

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Types**
1.	Technical Bid	Annexure-I: Letter of Undertaking	.PDF
2.		Annexure-II: Self Declaration-Non-Black Listing	.PDF
3.		Annexure-III: Tender Compliance Sheet	.PDF
4.		Annexure-IV: Annual Average Turnover	.PDF
5.		Annexure-V: Letter of Proposal	.PDF
6.		Annexure-VI: Abstract of Relevant Experience	.PDF
7.		Annexure-VII: CV Format of Proposed Team	.PDF
8.		Annexure-VIII: Format for Relevant Engagements	.PDF
9.		Annexure-IX: Performance Bank Guarantee	.PDF
10.		Annexure-X: Contract Form	.PDF
11.		Annexure-XIV: Power of Attorney	.PDF
12.		Annexure-XII: Proforma for Integrity Pact	.PDF

13.		Annexure XIII: Insolvency and Bankruptcy Certificate	.PDF
14.		Annexure-XIV: Pre-Bid Query Format	.PDF
15.		Annexure XV: Technical Proposal	.PDF
16.		All supporting documents of eligibility criteria	.PDF
17.		Signed copy of tender and corrigendum (if any)	.PDF
Envelope-2			
Sl. No.	**Documents**	**Content**	
1.	Financial Bid	Financial Bid Submission Letter	.PDF
2.		Financial Bid	.XLS

Note: Technical Bid should not contain any financial terms and pricing.

Chapter - II
Term of Reference & Definitions

Term	Definition
EdCIL/Purchaser	EdCIL/ Purchaser" shall mean EdCIL (India) Limited.
RFP	Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by EdCIL in respect of the RFP.
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	An organization offering the solution(s), services and/or materials required in the RFP.
Successful Bidder	Bidder to whom work has been awarded and whose Bid has been accepted by EdCIL
Services	Requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.
Party	EdCIL or Bidder individually and "Parties" shall mean EdCIL and Bidder collectively.
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.
Contract	Work Order placed by EdCIL on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
Day	"Day" means a working day as per rules of EdCIL.
E.M.D.	Earnest Money Deposit
P.B.G.	Performance Bank Guarantee
D.D.	Demand Draft
Security Deposit	The 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)
LOA	Letter of Award
Site	The location(s) for which the work has been allotted and where the services are to be delivered
Consignee	"Consignee" shall mean EdCIL (India) Limited.
TC	Tender Committee
Validity of Documents	Validity of all the documents shall be counted from the last date of submission of bids

CHAPTER-III

Instructions for e-Tendering

3.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

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

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

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

6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EDCIL.

7) It is mandatory for the bidders to get their Supplier registered with e-procurement portal of EDCIL, i.e. www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charge as follows:

1	Registration charges for 1 year	Rs. 2,000/-

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

(i) Participants shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.

(ii) Bidders are advised to change the password immediately on receipt of activation mail.

(iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

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

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

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

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

3.2 PREPARATION OF BIDS

1) The bidder should consider any corrigendum/addendum published on the portal before submitting their bids.

2) **The bidder should go through the tender document carefully to understand the documents required to be submitted as part of the bid.** Please note the number of covers in which the bid documents must be submitted, the number of documents (including the names and content of each of the documents) that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) The bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document/ schedule and generally, these can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

3.3 SUBMISSION OF BIDS

1) The 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 uploads the bid in time i.e. on or before the bid submission time. The bidder will be solely responsible for any delay in uploading of bid within the stipulated time.

2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) The bidder must pay EMD as applicable through demand draft/BG/direct bank transfer as per tender condition in favor of "**EdCIL (India) Ltd"** payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.

4) A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.

5) The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

3.4 ASSISTANCE TO BIDDERS

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

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

3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

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

3.6 MINIMUM REQUIREMENTS AT BIDDER'S END

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

Chapter – IV
Instructions to Bidders

4.1 General

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

ii. The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Commercial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions.

iii. All information supplied by bidders shall be treated as contractually binding on the bidders on the successful award of the assignment by EdCIL on the basis of this tender.

iv. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of EdCIL.

v. This RFP does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.

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

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

viii. Price quoted by the bidder shall be including all requirements of the scope of work defined in the tender document.

4.2 Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes:

I. Prohibition of;

a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.

c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.

d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e) Any financial or business transactions between the Bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g) Obstruction of any investigation or auditing of a procurement process.

h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

II. Disclosure of conflict of interest.

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

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

4.3 Bidder's Authorized Signatory

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

4.4 Preparations to bid

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

ii. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the

Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

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

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

v. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

vi. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.

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

viii. Failure to comply with the below requirements shall lead to the Bid rejection: -

a) Comply with all requirements as set out within this RFP.
b) Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
c) Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

4.5 Pre-Bid Conference

The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL. If required, EdCIL reserves the right to conduct the pre-bid meeting over Video Conference only.

i. Queries relevant to the bid documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in

ii. The queries should necessarily be submitted in the format as specified in the Annexure.

iii. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

iv. The officer notified by the Purchaser will endeavour to provide a timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

v. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

vi. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in and on the e-tendering portal http://www.tenderwizard.com/EDCIL and may be emailed to all participants who have raised the queries.

vii. Any such corrigendum shall be deemed to be incorporated into this RFP.

viii. To provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

4.6 Validity of Bids

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

ii. In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

iii. EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.7 Earnest Money Deposit (EMD)

The bidder should enclose EMD of **Rs. 2,64,500/- (Rupees Two lakhs Sixty-Four Thousand Five Hundred Only)** in the form of Demand Draft/Bank Guarantee/NEFT drawn in favour of EdCIL (India) Limited and payable at NOIDA from Nationalised bank or Authorised scheduled Banks as per list at Annexure-XVI. In case EMD is submitted in the form of BG, the BG should be valid beyond 180 days after the bid validity date and should be as per the Annexure XVII. Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD.

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

i. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.
ii. EMD of the successful bidder will be released after the end of rate contract.
iii. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
iv. The Earnest Money will be forfeited on account of one or more of the following reasons:

a) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
b) Bidder does not respond to requests for clarification of its bid.
c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

v. The Bank details for EMD preparation are

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

4.8 Performance Security:

i. Performance security amount of 3% of work order value issued within 21 working days in the form of following:

- FDR/DD/PBG from the Nationalised or scheduled banks from the List of Authorised Banks for PBG as per list at Annexure-XVI.
- Performance Security should be in the form of Performance bank guarantee (PBG) from the Nationalised or scheduled banks from the List of Authorised Banks for PBG as per list at Annexure-XVI.
- This FDR / DD/ PBG shall remain valid for a period of 90 (Ninety) days beyond the date of completion of contract.
- In case the concerned "successful bidder" fails to submit this PBG within the time stipulated, EdCIL at its discretion may cancel the work order without giving any notice and terminate the contract.

ii. The successful bidder will not be entitled for any interest on the PBG submitted.

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

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

iv. PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due the payment or by the encashment of PBG.

In case the work order is extended beyond the initial period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

4.9 Amendment to the Tender Document

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

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

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

4.10 Clarifications on submitted bids

During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.11 Acceptance/ Rejection of bids

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

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

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

Chapter - V
Terms of Reference

1. Background

a. EdCIL (India) Limited is a Mini Ratna Category-1 CPSE under Ministry of Education, Government of India Enterprise offering management and consultancy services in all areas of education and Ministry of Education, both within India and overseas. The Company strongly believes that digitization will be a game changer in addressing quality, quantity and governance needs in both schools and higher education.

b. The company accordingly focuses on all emerging areas of education consulting and delivery including IT/ICT applications in the education sector. The vision of the company is to transform the teaching - learning process by improving communication and Collaboration among the faculty, students and administrators of the school through digital initiatives. The aim is to improve integration of technology into the teaching-learning spectrum and encourage students to become creators of their own learning by incorporating 21st century skills such as creativity and critical thinking.

c. EdCIL is looking to expand its business footprint in new areas of operations – and expand the revenue – and is looking to onboard a management consultant to help in conducting a market exercise leaning to strategy refresh and developing internal capabilities to deliver the strategic outcomes.

2. EdCIL Business Verticals

The company over the four decades of existence and has executed many projects and consultancies across the entire value chain of education. EdCIL has its spectrum of services which is spread across the departments of the Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.).

The company offers the following technology led solutions in the Education&Training space:

d. **Digital Education Systems** is offering IT based solutions like Enterprise Resource Planning (ERP) solutions, Digital Library, Smart Classrooms, e-learning packages, e-content development, setting up of AR/VR labs, Atal Tinkering Labs, providing end to end networking solutions to the institutions, Wi-Fi facilities implementation, cloud computing/migration with managed services.

e. **Online Testing and Assessment Services** focuses on organizing end to end services for conducting online recruitment examinations for PSUs, Autonomous bodies, State Governments/boards, Armed forces etc.

f. **Educational Procurement and Infrastructure Division** offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation.

g. **Advisory Services** following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space like Preparation of Concept notes & Detailed Project Reports (DPRs), Organization Restructuring(sectoral/institutional), Improving Operational Efficiency, Digitization Planning, Training Designing, Impact assessment of two to three key schemes across different states, Designing of new education schemes, Policy recommendations to states, Education content Design

h. **Overseas Education Services (OES)** - The vertical facilitate admission for sponsored and self-financing inbound overseas students effectively meeting the individual needs of inbound students wanting to study in India. In addition, EdCIL facilitates faculty secondment to different countries. Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments). Placement of Indian faculty in overseas institutes. Student/faculty exchanges

i. **Technical Support Groups (TSG)** - a Project Management Support Units (PMSUs) known for Pan India projects of Ministry of Human Resource Development like Sarva Shiksha Abhiyan (SSA), Mid- Day Meal Scheme (MDM), National Mission on Education through Information & Communication Technology (NMEICT), Rastriya 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. Scope of Work

Introduction

EdCIL India Limited intends to engage a Consulting Organization to provide resources in Management and Technical profiles to support the development of Corporate strategy and drive the transformation of EdCIL. The scope of work includes business strategy refresh, business transformation and organizational restructuring to align with the future growth opportunities, particularly in the education sector and emerging technologies.

The Consulting Organization will be responsible for the following key areas:

1.1 Business Strategy Refresh

The Successful Consulting Organization will:

i. Redefine the Vision and Mission of EdCIL by assessing the present roles and responsibilities and synergising them with the future potential and drawing a clear roadmap for achieving these objectives, aligning them with future roles and responsibilities.
ii. Identify key metrics for improvement to enhance value to stakeholders and achieve self-sufficiency.
iii. Create a branding strategy to position EdCIL as a leader in the education and technology sectors.
iv. Study the current business portfolio of EdCIL, including its development over the past decade, current capabilities, and organizational strengths.

v. Study the existing framework of EdCIL and compare with national/global organizations in order to explore and tap the International Education and Ed-Tech consultancy/project related opportunities.
vi. Analyse emerging trends in the education sector in India and globally, particularly in line with the rollout of the National Education Policy (NEP) and the opportunities arising from it.
vii. Develop a Unique Selling Proposition (USP) for EdCIL, along with key parameters to monitor progress.
viii. To facilitate the business association with other organizations, government departments, Autonomous bodies through MoU/Agreements.
ix. Create a next 10-year viable business strategy for EdCIL, outlining business areas, required capabilities and budgets.

1.2 Business & GTM Transformation

The Successful Consulting Organization will:

i. Identify growth opportunities in selected sectors/sub-sectors for EdCIL's business development.
ii. Assess the Utilization of existing immovable assets of the organization for business expansion.
iii. Redefine Business Development function, including team structure, SOPs, departmental KPIs, and monitoring frameworks.
iv. Update & Standardize EdCIL proposal templates, and processes to drive Go-To-Market (GTM) strategies for new opportunities.
v. Identify new products and solutions aligned with strategic areas and support their development, including functions that can be outsourced to 3rd party service providers, if necessary
vi. Perform any other tasks required to strengthen the business development function at EdCIL.
vii. Identification of potential areas where EdCIL could constitute a research unit or Centre of excellence.
viii. Identify areas where EdCIL can contribute to different Educational missions like AI-mission, Quantum mission of India or any other emerging technologies for strategic growth of the EdCIL.
ix. Identify suitable start-ups, private players where EdCIL can partner on revenue sharing model or any other business tie-ups through Public Private partnership (PPP) model.
x. Define a strategy to develop in house products for EdCIL in Education sector.
Assess the potential of EdCIL considering its future role, particularly in emerging areas such as Artificial Intelligence, Emerging Technologies, National Language Technology, Cloud Services, e-Commerce Platforms, and other government projects.

1.3 Organizational Restructuring and HR Planning

The Successful Consulting Organization will:

i. Study and redefine the existing organizational structure, recruitment rules, processes, tendering guidelines and SOPs to benchmark them against similar consulting organizations for increased efficiency and minimize the operational timeframe.

ii. Assist to define and develop business dashboards for improved data driven decision-making and management oversight.
iii. Propose changes to the organizational structure for all verticals to align with the refreshed strategy, along with review and inputs on aspects like delegation of powers to the Head of Departments and HR policies to promote innovation, motivation among employees for better decision making.
iv. Assist to define incentive structures to support the "Refreshed strategy"
v. Provide a framework for assessing the personnel requirement, keeping in view industry standards, best practices and supporting the future growth requirements of EdCIL.
vi. Identify skills needed for key positions, map skill set of current employees and assess talent gap within the organization.
vii. Suggest a process for developing career paths and HR policies to incentivize retention of talented employees, and meeting talent gap from various sources and create a well-structured on-boarding program.
viii. Support to design an optimal organizational structure
ix. Provide inputs required by EdCIL to update HR policies, including talent management, performance management, career progression and retention strategies in line with the proposed strategy
x. Undertake at least 3 communication workshops to bring management and staff on board to the proposed new strategy.
xi. Identify gaps in existing business practices with reference to technological capabilities, HR policies, governance, etc. and suggest necessary changes for their improvement to achieve robust system-driven business practices.
xii. Propose upgradation in existing IT infrastructure to meet the industry standards.
xiii. Support the Implementation for file automation/ digitization for physical files to automate files processing.
xiv. Support to Develop a framework for assessing personnel requirements and career progression by implementing Performance Management System.
xv. Prepare detailed Implementation Plan that will include mechanism to be put in place to implement the strategy including governance structure for implementation and transition plan from existing to the new structure.
xvi. Define outcomes for the implementation phase – for quarterly and monthly levels
xvii. Develop detailed implementation plan for the implementation phase – including work breakdown between the consultant and EdCIL

1.4 Execution/Implementation

Setting up a Project Management Office (PMO) at EdCIL's headquarters, at appropriate time, for effective implementation and monitoring of activities. With this, they would identify owners, timelines milestones etc. needed to achieve the objective/scope of RFP. Through this, they will also convey the progress through management dashboards, regular review meetings and presentations etc. The same will be detailed in the Service Level Agreement.

i. Set up periodic steering committee meetings for progress tracking. Facilitate alignment with stakeholders through continuous communication.

ii. Prepare a comprehensive change management strategy. Conduct stakeholder mapping and engagement plans. Implement communication channels for transparency and feedback. Organize training and capacity-building sessions.

iii. Assist to rollout of new organizational structure with the refreshed strategy. Optimize processes and introduce operational efficiencies. Support in deployment of technology and digital transformation initiatives, including procurement of services as needed.

iv. Assist to establish KPIs and dashboards for real-time monitoring. Conduct periodic reviews and audits to ensure adherence to objectives. Identify risks and create mitigation strategies.

v. Support implementation of the strategies proposed for business and HR practices as finalized by the EdCIL Board/Committee/Nominated officials

vi. Prepare regular progress reports for leadership and stakeholders. Use data-driven insights for decision-making and adjustments. Share success stories and best practices to drive adoption. Implement feedback loops for continuous improvement.

vii. Monthly and quarterly reports – indicating progress against the defined outcomes

viii. The successful bidder will be required to travel across pan India for addressing any requirement laid down in scope of work.

1.5 Deliverables: Satisfactory Reports including the following, to be submitted by the Consulting organization.

i. Inception Report
ii. Assessment Report
iii. Organisational and Divisional restructuring plan
iv. Market presence strategy, including product and service offerings with USPs
v. Change Management plan for EdCIL employees
vi. Functional design of business monitoring dashboard with periodic reports for vertical heads
vii. Business opportunity lead generation for verticals
viii. Proposed GTM Strategy
ix. Draft Final Report and Presentation to the EdCIL Board/Committee members.
x. Final Report upon approval of Draft from the EdCIL Board/Committee members.

1.6 Team Members: Requisite for the PMU and its operations:

i. The team will comprise, at the minimum, the following Team Members who shall meet the requirements of qualifications and experience tabulated below. The organization shall submit CVs (other relevant documents, if required) of the persons proposed as Team Members for each Key Position along with an undertaking that the expert will be available to commence his/her responsibilities as soon as the contract is awarded.

ii. Indicative Team Structure.

S. No.	Profile	Number of Persons	Preferred Qualification and Experience	Skills and Key Responsibilities
1.	Project Manager	1	• MBA from Tier 1 business schools (Among top 20 business schools as per NIRF business school ranking 2024) Or Master's degree in business administration/ PGDM preferably with edtech background or equivalent with a minimum of total 15 years of experience with at least 5 years of experience with institutional strategy assignments (preferably in India), • Should have been a part of at least two projects for strategy refresh for Public Sector enterprises in India • 10-year Experience of education sector • Should have experience of managing the team to generate the time driven outputs. • Experience with Education Business Development/P&L experience preferred	• Design campaigns to improve programs and program management. • Insight generation from data and coordinating with team to co-create actions. • Developing corporate strategy and fund-raising experience • Engage with state level teams to co-operate and drive actions. • Planning: Defining the project's goals, scope, project blueprint, documentation and objectives. • Team coordination: Assigning tasks based on team members' skills and experience. • EdCIL communication: Maintaining open and transparent communication with EdCIL. • Monitoring progress: Monitoring project progress and setting deadlines. • Preparing and monitoring projects progress report.
2.	Consultant - EdTech	1	• B.E./B. Tech or equivalent. Or Master Degree in Business Administration/ PGDM preferably with edtech background or equivalent. • A minimum of 6 years of experience with at least 3 years of experience edtech products/technology in education • Experience with Edtech Business Development/P&L experience preferred	• Identify products/services for EdCIL in edtech domain • Evaluate implementation processes, anticipate requirements, uncover areas for improvement, and develop and implement solutions. • Perform Requirement Analysis • Conduct meetings and presentations to share

S. No.	Profile	Number of Persons	Preferred Qualification and Experience	Skills and Key Responsibilities
				ideas and findings for process improvement. • Effectively communicate insights and plans to cross-functional team members and management. • Evaluate complex situations using multiple sources of information filters, validate and interpret dynamic material.
3.	Business Analysts	2	• B.E./B. Tech/MCA or equivalent Or Master Degree in Business Administration/ PGDM (full-time) preferably with technology background • A minimum of total 3 years of experience in data analysis, market research	• Study the readily available market information datasets and leverage it to identify opportunities for EdCIL • Create tools, templates, SOP etc for business development function • KPI reporting of GTM data and exception reporting. • Create strategy and future road map for new products in digital education domain and their marketing penetration strategies. • Create strategy for enhancing the core-competency in Online Recruitment services, enhancing, roadmap for new products towards ancillary services for OTAS, enhance data security measures for any breach, potential threats. • Review the existing business verticals (DES, OTAS, EIS/EPS, OES, Advisory Services and Study In India (SII)).

S. No.	Profile	Number of Persons	Preferred Qualification and Experience	Skills and Key Responsibilities
4.	Business Analyst	1	Master Degree in Business Administration/ PGDM (full-time) in HR or related domain. • A minimum of total 3 years of experience in Organizational Restructuring and HR Planning, policy implementation.	• Study the readily available Manuals, Policies of EdCIL. • Redefine HR and Finance Policies, Organizational Structures, Performance Management. • Create tools, templates, SOP etc. for HR Department. • Review the Technical Support Group (TSG) division and recommend best practices for review and monitoring.

iii. Indicative Deployment Plan

EdCIL envisages continuous involvement of the consulting organization throughout the assignment. Minimum one resource or more as per mutual agreement, has to work on-site at EdCIL's premises and remaining manpower may be deputed in any other location as per mutual understanding for the entire duration of the project. The on-site proposed team shall consist of a judicious mix of Senior and Middle management executives having the requisite experience. The manpower should be suitably qualified and experienced professionals.

The resources would need to work under the overall guidance and control of Senior Executives of EdCIL. Subject Matter Experts should be brought on board to provide necessary support to the team as and when the need arises. EdCIL will evaluate the technical bids with particular emphasis on the quality, commitment, and composition of resources positioned for various roles in the project.

S.no.	Item	No. of Resources	Period of Deployment
1.	Project Manager	1	12 months
2.	Consultant-EdTech	1	12 months
3.	Business Analyst	3	12 months

a. **Project Manager** will be deployed for the entire tenure of the project i.e., 12 months and will be responsible overall co-ordination with the EdCIL and project team members.

b. **Consultant-EdTech** will be deployed for the period of 12 months from the date of initiation of the project.

c. **Business Analysts** will be deployed for 12 months from project initiation date

Note:

1. The deployment plan, timelines and resource count are indicative and may vary as per the requirements of the project based on discussion with the consulting organization.
2. The proposed manpower should be on the permanent roles of the Bidder at the time of submission of the Bid.
3. If required and directed by EdCIL, the deployed resources could be extended for further period on the same terms and conditions of the RFP.
4. If the EdCIL so recommends, a deployed Team Member must be terminated by the agency within a period of 15 working days and new resource should have the same qualifications as per the tender.

5. Validity of Contract

The duration of the contract shall be for a period of one year from the date of award of work order. However, the performance will be monitored for a period of 3 months and the contract can be cancelled in case successful bidder is unable to provide the satisfactory support services as per scope of work.

If the performance is found to be unsatisfactory after a period of 3 months, the bidder with the second lowest total cost i.e., L2 Bidder will then be asked to match the price of L1 bidder and if L2 Bidder accepts the L1 rates then the work will be awarded to the L2 Bidder.

Chapter - VI
Bid Evaluation and Eligibility

6.1 Bid Opening

1. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.
2. Only two persons from each participating bidder's shall be allowed to attend the Bid opening meetings. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity to attend the bid opening.
3. Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held, and the proposals may be treated as non-responsive, if they are:

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

4. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by the Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples (if any) and reference information as desired by the committee.
5. The Authority shall subsequently examine and evaluate only the Responsive Proposals in accordance with the Evaluation Process.
6. The bidder may visit EdCIL corporate office prior submission of bid for seeking any inputs of the current processes and business verticals. The necessary authorization letter on company's letterhead has to be submitted in advance for verification.

6.2 Bid Evaluation Process

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

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

Pre-Qualification Evaluation

i. The evaluation of the bidders will be carried out as per the pre-qualification criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification Criteria shall be eligible for next round of evaluation i.e. Technical evaluation. Nonconforming bids will be rejected and will not be eligible for any further processing. The pre-qualification criteria are defined in clause 6.3 of the chapter.
ii. Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL.
iii. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
iv. EdCIL reserves the right to physically verify the office, or any document provided by the bidder in the way EdCIL desires.

Evaluation of Technical bid

i. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall be eligible for the next round of evaluation i.e. Financial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.
ii. The bidder who meets all the eligibility criteria will be called for the presentation and shall be further evaluated on the basis of the marking scheme.
iii. The bidder who scores minimum **70 marks** in the technical evaluation shall be declared as technically qualified bidder and those shall be notified for opening of their financial bid.

Ts = 100 x T/Th
Ts = Technical Score,
T = Technical score obtained by the bidder
Th = Highest Technical Score among all the bidders for a solution

Evaluation of Financial bid

i. On fulfilment of Pre- qualification criteria and technical compliance financial bids of technically qualified bidders will be evaluated. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.
ii. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.

iii. The Tender Committee (TC) would scrutinize the commercial bids. Bids found lacking in strict compliance to the commercial bid format shall be rejected straightaway.
iv. Financial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above.
v. The bid price shall include all expenses i.e., conveyance charges, all taxes and levies, PF, gratuity, etc., and shall be in Indian Rupees.
vi. Any conditional bid will lead to disqualification of the entire bid and forfeiture of the EMD.
vii. It is mandatory for the bidder to fulfil all the Pre-qualification criteria and to be technically qualified to being considered for opening of their Financial Bid and evaluation thereof.
viii. The financial bids shall be opened in the presence of representatives of technically qualified bidders, who may be present. EdCIL shall inform the date, place and time for opening of financial bids.
ix. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
x. The bidder shall quote the prices as per the price format given in the Part B - Commercial Bid of this RFP.
xi. Final Proposal shall be given financial scoring as below, the financial scoring for each solution shall be calculated separately:
xii. 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 bidders with the lowest quote as below:

Fs = 100 * Fl /F
Fs =The financial score of the Financial Proposal being evaluated.
Fl = The Lowest Financial Price among all the bidders.
F = The quoted price of Financial Proposal under consideration.

QCBS Evaluation

i. QCBS Evaluation of bid will be done for deciding of L1 bidder.
ii. The score of technical proposal including presentation would be given 80% weightage, and the financial proposal would be given 20% weightage. The Normalized 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:
iii. Combined Score = 80 % * Ts+ 20 % * Fs
iv. Bidder with highest Combined Score shall be declared selected Bidder. In the event that two or more Bidders/organizations with same final score for any solution, the Bidder with more marks in technical evaluation shall be selected.
v. A contract will be signed with successful bidder which will be based on the rates identified in the financial bid (subject to downward revision by the successful bidder from time to time).
vi. Failure to abide the RFP conditions may result into forfeiture of EMD.

6.3 Pre-Qualification Criteria

Required documents must be provided in support of the following otherwise bids will be summarily rejected.

Sr. No.	Specific Requirement	Documents required
1.	The firm should be a company registered in India under Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 with their registered office in India in operation for the last ten years.	• Certificate of Incorporation • Memorandum and Article of association • Registered Partnership Deed
2.	Average Annual Turnover of the firm form consulting / advisory services for the last three financial years should be 300 crores i.e., 2021-22, 2022-23, 2023-24 with net profit and positive net worth. For MSME registered with NSIC The average Annual Turnover of the firm for the last three financial years should be 240 crores i.e., 2021-22, 2022-23, 2023-24 with net profit and positive net worth.	• Audited profit and loss statement and balance sheet • Auditor certificate clearly specifying the turnover from Consulting/advisory services with net profit and positive net worth. (Annexure IV) • MSME Bidders should produce valid registration certificate issued by NSIC/MSME
3.	The Bidder must have a minimum of 3 years "Experience in providing Management Consulting services to Organizations with more than 100 employees. The assignment should have covered organizational restructuring, business strategy, planning, HR policies and Branding."	• Relevant details of the engagement for past 3 years with client certificates i.e., Work Order/MoU/Completion Certificates. (Annexure - VIII)
4.	The Bidder should have in-house capability to take up assignment on their own and not through any associates. Joint and collative Bids will not be accepted.	• Undertaking Letter (Annexure - I)
5.	The firm must have a valid PAN and a registration number for GST	• Copy of PAN card • Copies of relevant GST registration certificates
6.	The firm must have valid EPF and ESIC registration.	• Copy of EPF registration certificate. • Copy of ESIC registration certificate.

Sr. No.	Specific Requirement	Documents required
		• If exempted, valid proof should be provided.
7.	The firm should be an ISO 9001:2015, ISO 20000-1:2018, ISO 27001:2018/ 2013.	Copy of Valid certificate(s) in the name of the firm attested by the authorized signatory of the company
8.	The firm must have at least 1000 full time professionals on its rolls as on 31st March 2024 in India.	Certificate duly attested by appropriate authority on firm's letterhead signed by authorized signatory of the firm
10.	Should have presence in at least 10 States/UTs across India.	Proof of presence/address proof on firm's letterhead duly signed by the authorized signatory of the firm
11.	A Power of Attorney / Board Resolution in the name of the person signing the tender.	Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper
12.	Mandatory Undertaking: **firm should:** • Not be insolvent • Not have been convicted of any criminal offense • Not have been blacklisted by a central/Government institution /PSU/Government Bodies /Autonomous Bodies/Private Sector on the date of bid submission. • Comply with requirements of Registration under contract labor (Regulation & Abolish) Act, wherever applicable	The firm shall furnish an undertaking duly attested by notary on a non-judicial stamp paper of value INR100/- (Rupees One Hundred Only)
13.	The firm should submit detailed deployment plan and approach for execution	Technical proposal comprising all necessary details

Note

- EdCIL reserves the right to verify the work order submitted by prospective bidder from issuing department.
- MSME Bidder should submit valid registration certificate from NSIC/MSME.
- Documents must be provided in support of the following otherwise bids will be summarily rejected.

- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- Notwithstanding anything stated above, EdCIL reserves right to assess the bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL.

6.4 Technical Qualification Criteria

The technical bid submitted will be evaluated by Evaluation Committee. The Evaluation committee would undertake a discussion / presentation with the consultants on the understanding of the key challenges before EdCIL, proposed Approach and Methodology to be adopted, time frame for implementation of activities in EdCIL and the proposed team. The technical capabilities and competence of the Consultants should be clearly reflected in the discussion / presentation. EdCIL will inform the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

During the course of the discussion / presentation, EdCIL shall interview the proposed personnel, to decide whether to deploy him/her in the project or not. EdCIL shall reserve the right to seek the change of Resource personnel in case of need. EdCIL reserves the right to review the decision of appointment in the event EdCIL is not satisfied with the performance.

Based on the details submitted by the Consultancy firms in the Technical Proposal and the Discussion / Presentation with the Evaluation Committee of EdCIL, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

Sl. No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	The firm should be a company registered in India under Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 with their registered office in India in operation for the last ten years.	No. of Years ≥15 Years: 10 Marks No. of Years ≥12 Years: 7 Marks No. of Years ≥10 Years: 5 Marks	**10**	• Certificate of Incorporation • Memorandum and Article of association • Registered Partnership Deed
2.	Average Annual Turnover of the firm form consulting / advisory services for the	≥ 900 Crores: 10 Marks	**10**	• Audited profit and loss statement and balance sheet

	last three financial years should be 300 crores i.e., 2021-22, 2022-23, 2023-24 with net profit and positive net worth.	≥ 600 Crores: 7 Marks ≥ 300 Crores: 5 Marks		• Auditor certificate clearly specifying the turnover from Consulting/advisory services with net profit and positive net worth. (Annexure IV)
3.	Firms Experience with business strategy assignment in Education sector	Similar assignment undertaken in the previous 5 years ≥ 6: 10 marks, ≥ 4: 7 marks, ≥ 2 : 5 marks	**10**	Copy of Work order/ Agreement OR Certificate of Completion with satisfactory performance
4.	The firm should be an ISO 9001:2015, ISO 20000-1:2018, ISO 27001:2018/ 2013.	ISO 9001:2015 – 3 Marks ISO 20000-1:2018 – 3 Marks ISO 27001:2018/ 2013 - 3 Marks (1 Mark will be awarded to bidders having all 3 certificates)	**10**	Copy of Valid certificate(s) in the name of the firm attested by the authorized signatory of the company
5.	**Project Manager**	**MBA OR PGDM from** From Top 5 NIRF ranked institute: 10 marks From 6-20 ranked institute: 5 marks Relevant experience with P&L responsibilities in the Education sector: 5 marks Relevant experience with Strategy refresh for PSE in India: 5 marks	**20**	• Relevant Degree from recognized institute • CV or any other relevant document.
6.	**Consultant-EdTech**	**BE/B.TECH OR MCA/MSc (CS/IT) from:** Top 20 NIRF ranked institute :5.0 marks From 21-50 ranked institute: 2.5 marks	**10**	• Relevant Degree from recognized institute • CV or any other relevant document.

		Relevant experience in Education/EdTech sector More than 5 years: 5.0 marks More than 3 years: 2.5 marks		
7.	**Business Analyst**	**BE/B.TECH OR MBA from:** Top 30 NIRF ranked institute: 5.0 marks from 30-75 ranked institute: 2.5 marks	**10**	• Relevant Degree from recognized institute • CV or any other relevant document.
		Relevant experience in as Business Analyst More than 3 years: 5.0 marks Between 1 – 3 Years: 2.5 Marks		
8.	**Technical Presentation and Interview** **(Max 20 Minutes)**	**Proposed Approach and Methodology** Understanding of the scope of work, and strength of proposed approach & Methodology – (Max 4 Marks) **Presentation on Proof of Concept (POC)** **Demonstration on following features**: (Max 10 Marks) 1. Understanding of the Organization & Alignment with Organizational Goals**:** Has the Agency done a thorough study of the existing Organization Structure, Divisions and processes. Does the project align with	**20**	Technical Presentation copy

		the broader goals and mission of the organization or entity evaluating it. – (max 2.5 marks) **2.** Relevance and Impact: Does the project address a significant need or problem? What is the potential impact or benefit of the project – (max 2.5 Marks) 3. Stakeholder Engagement: How well does the project plan to engage and communicate with stakeholders? Are there plans to incorporate stakeholder feedback – (max 2.5 Marks) 4. Innovation: Does the project offer innovative solutions or approaches? How does it compare to existing solutions in terms of originality? – (max 2.5 marks) **Interview** of any 3 resources (Project Manager will be mandatory; rest based on CV reviews) - (Max 6 Marks)		

For MSME Bidders

Sl. No.	Description	Evaluation Criteria	Max Marks	Supporting documents
1.	The firm should be a company registered in India under Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 with their registered office in India in operation for the last ten years.	No. of Years ≥12 Years: 10 Marks No. of Years ≥10 Years: 7 Marks No. of Years ≥08 Years: 5 Marks	**10**	• Certificate of Incorporation • Memorandum and Article of association • Registered Partnership Deed
2.	The average Annual Turnover of the firm form consulting / advisory services for the last three financial years should be 300 crores i.e., 2021-22, 2022-23, 2023-24 with net profit and positive net worth.	≥ 720 Crores: 10 Marks ≥ 480 Crores: 7 Marks ≥ 240 Crores: 5 Marks	**10**	• Audited profit and loss statement and balance sheet • Auditor certificate clearly specifying the turnover from Consulting/advisory services with net profit and positive net worth. (Annexure IV)
3.	Firms Experience with business strategy assignment in Education sector	Similar assignment undertaken in the previous 5 years ≥ 5: 10 marks, ≥ 3: 7 marks, ≥ 1: 5 marks	**10**	Copy of Work order/ Agreement OR Certificate of Completion with satisfactory performance
4.	The firm should be an ISO 9001:2015, ISO 20000-1:2018, ISO 27001:2018/ 2013.	ISO 9001:2015 – 3 Marks ISO 20000-1:2018 – 3 Marks ISO 27001:2018/ 2013 - 3 Marks (1 Mark will be awarded to bidders	**10**	Copy of Valid certificate(s) in the name of the firm attested by the authorized signatory of the company

		having all 3 certificates)		
5.	**Project Manager**	**MBA OR PGDM from** From Top 5 NIRF ranked institute: 10 marks From 6-20 ranked institute: 5 marks	**20**	• Relevant Degree from recognized institute • CV or any other relevant document.
		Relevant experience with P&L responsibilities in the Education sector: 5 marks		
		Relevant experience with Strategy refresh for PSE in India: 5 marks		
6.	**Consultant-EdTech**	**BE/B.TECH OR MCA/MSc (CS/IT) from:** Top 20 NIRF ranked institute :5.0 marks From 21-50 ranked institute: 2.5 marks	**10**	• Relevant Degree from recognized institute • CV or any other relevant document.
		Relevant experience in Education/EdTech sector More than 5 years: 5.0 marks More than 3 years: 2.5 marks		
7.	**Business Analyst**	**BE/B.TECH OR MBA from:** Top 30 NIRF ranked institute: 5.0 marks from 30-75 ranked institute: 2.5 marks	**10**	• Relevant Degree from recognized institute • CV or any other relevant document.
		Relevant experience in as Business Analyst More than 3 years: 5.0 marks Between 1 – 3 Years: 2.5 Marks		

8.	**Technical Presentation and Interview** **(Max 20 Minutes)**	**Proposed Approach and Methodology** Understanding of the scope of work, and strength of proposed approach & Methodology – (Max 4 Marks) **Presentation on Proof of Concept (POC)** **Demonstration on following features**: (Max 10 Marks) 1. Understanding of the Organization & Alignment with Organizational Goals**:** Has the Agency done a thorough study of the existing Organization Structure, Divisions and processes. Does the project align with the broader goals and mission of the organization or entity evaluating it. – (max 2.5 marks) **2.** Relevance and Impact: Does the project address a significant need or problem? What is the potential impact or benefit of the project – (max 2.5 Marks) 3. Stakeholder Engagement: How well does the project plan to engage and communicate with stakeholders? Are there plans to incorporate	**20**	Technical Presentation copy

		stakeholder feedback – (max 2.5 Marks) 4. Innovation: Does the project offer innovative solutions or approaches? How does it compare to existing solutions in terms of originality? – (max 2.5 marks) **Interview** of any 3 resources (Project Manager will be mandatory; rest based on CV reviews) - (Max 6 Marks)		

6.5 Award of Work

EdCIL will award the work order for initial duration of 3 months only to the successful bidder to address the scope of work defined in phase-I. Subsequently, post review and approval of the reports submitted at the end of 3 months, the work order for another period of 9 months will be awarded for implementing the scope of work defined in phase-II.

6.6 Notification of Outcome

a. EdCIL will notify the Consulting organization in writing or email as soon as practicable, about the outcome of the RFP evaluation process. EdCIL is not obliged to provide any reasons for any such acceptance or rejection. The decision of EdCIL shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

b. EdCIL will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.

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

a. Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event EdCIL may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion.

b. In such a case, the EdCIL may penalize with the suspension for participation in future procurement processes for a period of up to one year.

6.8 Service Level Agreements (SLA) and Penalty

Service Levels	Measurement criteria	Applicable Penalty
Submission of Draft Report(s)	Within 4 weeks from the date of LoA	NIL

	Delay beyond 4 weeks	penalty of 1% for first Week 2% per week for every subsequent week subject to a maximum of 10% total deliverable value
Submission of Final Report	Within defined timelines	NIL
	Delay beyond 1 week of receiving the feedback on the draft report	penalty of 1% for first Week 2% week for every subsequent week subject to a maximum of 10% total deliverable value
Replacement of resource (non-performance, resignation, retirement, Death etc)	Within 15 days request by EdCIL	INR 10,000/- per day per person for the number of days and resources
Implementation of actionable as per accepted report(s)	Within 4 weeks from the date of acceptance of final report	NIL
	Delay beyond 4 weeks, solely attributable to the consultant and subject to all requisite support provided by the client	penalty of 1% for first Week 2% per week for every subsequent week subject to a maximum of 10% total deliverable value
Submission of Monthly/Quarterly progress report(s)	As per timelines defined in the scope of work	NIL
	Delay beyond timelines	penalty of 1% for first Week 2% per week for every subsequent week subject to a maximum of 10% total deliverable value

Note:

1. The maximum SLA based penalties that can be levied under the contract shall be 10 per cent of the Work Order Value.

Chapter - VII
Timeline and Payment Terms

7.1 Timelines

The successful bidder shall be required to provide the following deliverables as per timelines mentioned below.

Sl. No.	Phases	Milestone	Duration (within weeks)
1	Phase -I	Inception & Diagnostic Assessment	T+4
2		Organizational Analysis & Gap Assessment	T+8
3		Strategy Development & Implementation Plan	T+12
4	Phase -II	Updated SoP and Reskilling plan	T+ 16
5		Full-Scale Implementation & Monitoring	T+(12 to 48)
		Monthly Progress report	By the 10th day of every month during implementation phase
		Quarterly progress Report	By the 10th day of every quarter during implementation phase
6		Final Evaluation & Sustainability Plan	T+52

Note – Here T indicates the dates of LoA

Post the Final report, after 3 months (First Phase), the role of the Consultant will be to assist EdCIL in implementation of the restructuring plan over the next 9 months. The milestones and deliverables of the Second Phase (limited to 9 months only) of engagement will be modified/defined in the Final Report.

The implementation plan should clearly indicate the support required from EdCIL for the implementation. EdCIL would provide the requisite support within the planned timelines or provide a clear timeline for the same. The timelines for any such deliverable would be extended by the period equal to the delay in onboarding/providing the support by EdCIL beyond the planned timeline. Such delays, if any, would be documented in monthly/quarterly report. The SLA penalty would not be applicable for any deliverables which are delayed due to lack of support at EdCIL end.

7.2 Payment terms with Deliverables

The duration of the contract shall be for a period of 12 months (phase I and II), which may be extended as per the project requirements on the same terms & conditions based on satisfactory performance and mutual agreement. The Timelines for Deliverables are defined below:

Milestones	Phase(s)	Deliverable	Percentage of Payment
1.	Phase 1	The bidder should submit the following documents to EdCIL for the payment. • Proof of team deployment • Inception report including Detailed work plan with timelines and Stakeholder engagement plan • Initial organizational assessment report- Diagnostic Report	10%
2.		• The bidder should submit the following documents to EdCIL for the payment. • Process efficiency assessment • Gap analysis with key recommendations	15%
3.		The bidder should submit the Strategy development and implementation plan consisting of following documents to EdCIL for the payment. • Organisational and Divisional restructuring plan, including Change Management plan for EdCIL employees • Proposed GTM Strategy including Market presence strategy, product and service offerings with USPs, Key Programs, organization structure and key metrics for the Business Development department • Draft Final Report and Presentation to the EdCIL Committee members. • Final Report upon approval of Draft from the EdCIL Committee members. • Outcomes for the phase II, as per the defined strategy	10%
4.	Phase II	The bidder should submit the following documents to EdCIL for the payment. • Process reengineering and optimization • Planning and execution of re-skilling for EdCIL employees • Updated – SoP, Recruitment rules, tendering guidelines, proposals etc. Acknowledgement on report by EdCIL Board	10%
5.		The bidder should submit the following documents (as agreed in the implementation plan) to EdCIL for the payment. • Execution of key transformation initiatives • Performance tracking and KPI assessment report	45% (pro-rate on quarterly basis for 9 months)

Milestones	Phase(s)	Deliverable	Percentage of Payment
		• Training workshops for leadership and staff, including procurement of such services as required • Amendments based on the feedback on submitted reports at the end of Phase-1, if any. • Business opportunity Lead Generation for verticals – planning and execution (MoU/Work order) report. • Details of Structuring, KPIs, Operational Plans and hiring assistance for Business Development Team • Deep Data Analytics dashboards and outcomes, with periodic reports for verticals The progress of the above shall be submitted through a Monthly / Quarterly progress report as applicable.	
6.		The bidder should submit the following documents to EdCIL for the payment. • Post-implementation impact assessment report indicating positive and significant growth. • KPIs and performance metrics review report on the basis of positive impact in EdCIL business revenue as per Full scale implementation report. • Final transformation report with sustainability measures • Knowledge transfer report during exit as finalized with EdCIL.	10%

Note:

1. The above deliverables at # 1, 2, 5 and 6 have to be certified by **EdCIL Board/ Committee**
2. The consultant would present deliverable #3 and #4 to the board.
3. All deliverables submitted would be approved within 7 days of submission. In case of any feedback on deliverables, the same would be provided within 7 days of submission. In case of no feedback within 7 days, the deliverables would be deemed to be approved.
4. Monthly Progress reports (summarizing engagement of deployed team) – ***to be submitted by the 10th of every month for the preceding month***
5. Quarterly Progress reports (summarizing engagement of deployed team – ***to be submitted by the 10th of every quarter for the preceding quarter***
6. Payment terms are on milestone basis and the payment shall be released to the agency by EdCIL subject to submission of relevant documents defined as per milestones and invoices.
7. The payment to the Successful Bidder will be made as per the payment terms depending upon the actual duration of services rendered.
8. The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of EdCIL) on milestone basis in the name of EdCIL-

Noida. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.

9. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
10. No TA/DA is admissible for the deployment of agency Team Members on projects anywhere in NCR. For any outstation travel with prior approval from EdCIL, the same would be reimbursed as per TA/DA policy applicable for E3 level of EdCIL.
11. It is the bounden duty of the Successful Bidder to regularly pay the deployed manpower their entitlements like monthly salaries / wages / annual increment / EPF / ESI / Bonus / Medical Insurance / Accidental Insurance etc. as may be applicable.
12. The successful bidder shall ensure that all the labour law regulations of the government are fully complied with, in matters of deployment of manpower to EdCIL.
13. In case of support service are required, the deployed team has to remain available round the clock, the services rendered on national/gazetted holidays shall not be entitled for any compensatory off.

Chapter - VIII
Terms and Conditions

1. Manpower

a. **The Team Members deployed under this tender should be on pay roll and full-time employee of the successful bidder. Consortium / Joint Venture / Subcontracting is not allowed in this tender.**

b. The manpower provided by the agency shall work as per user departments work schedule.

c. If the EdCIL so recommends, a deployed Team Member must be replaced by the agency within a period of 15 working days.

d. The manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the EdCIL and the said manpower. The Agency should submit undertaking received from the respective deployed manpower at EdCIL site regarding the same along with appointment letter issued to those manpower/s.

e. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

f. The team members shall carry their own devices for performing their duties, no device shall be provided by EdCIL.

g. Leave entitlement and computation will be effective from date of joining the EdCIL site.

h. An employee can avail maximum 12 leaves per year on pro-rata basis for each completed month.

i. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to EdCIL's requirements.

j. **Substitution of Team Members**

EdCIL will not consider any request of the Selected Bidder for substitution of Team Members deployed as the ranking of the Bidder is based on the evaluation of credentials of Team Members. Substitution will, however, be permitted if a Team Member is not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The substitution of the team member through proper handover must be ensured within a maximum period of 7 working days.

2. Penalties

a. Any unjustified and unacceptable delay resulting from reasons attributable to the Successful Bidder beyond the delivery schedule as per Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.

b. The Successful Bidder shall render the services strictly adhering to the Important Dates by EdCIL in the Work order. Any delay, not condoned by EdCIL, on the part of Successful Bidder in the performance of its obligations may attract penalty. The penalty shall be charged at the rate of 1% of the delayed milestone per week of delay, subject to a maximum of 10% of the work order value (GST shall be charged extra on penalty amount). Post that EdCIL will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the Successful Bidder, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

c. The Successful Bidder shall not refuse to accept EdCIL work order under any pretext. The work order can be collected from EdCIL office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work as per the mutually agreed timelines agreed between EdCIL and the selected agency.

d. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify EdCIL in writing of the fact of the delay, its likely duration and its cause(s).

3. Limitation Of Liability

a. Except conditions enumerate in Indemnity Clause, the damage caused by the successful bidder to the EdCIL under the work order issued pursuant to this tender, the successful bidder shall be liable to EdCIL for damage and loss to the maximum extent of the work order value. However, the total value of damages, that can be levied on the successful bidder shall not exceed the total contract value of the work entrusted to them.

b. Successful Bidder shall be liable for all acts of omission and commission by its employees deployed under this tender and EdCIL stand insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.

c. In no event will successful bidder be liable for any incidental, indirect, special, or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in the contract.

4. Indemnity

a. The selected agency shall indemnify and defend EdCIL against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed Team Members and related services or any part thereof (“Deliverables”).

b. EdCIL stand indemnified from any employment claims that the hired manpower /Team Members / agency’s manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

5. Termination of Contract

EdCIL should, without prejudice to any other remedy for breach of contract, by written 1 month notice of default sent to the Successful bidder, terminate the Contract in whole or part:

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

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

iii. If the Successful bidder, 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:

1. "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.

2. "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;

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

6. Force Majeure

Neither EdCIL nor the Bidder shall be responsible for delay or default in the performance of its obligations due to contingencies beyond its control, such as fire, flood, civil commotion, earthquake, war, strikes or government action. If such event prevents either of them from performing its obligations under this TENDER DOCUMENT, the concerned would promptly notify the other. Notwithstanding this clause, they shall ensure that they comply with the terms of this TENDER DOCUMENT to the maximum extent possible.

7. Resolution of Disputes

a. In the event of any Dispute between the Parties, all attempts shall be made to amicably resolve the Dispute by proper discussion and consultation.
b. If the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provision of Arbitration Clause.

8. Arbitration

a) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.
b) The place/seat of the arbitration shall be New Delhi, India.
c) The Tribunal shall consist of one arbitrator.
d) The law governing the arbitration agreement shall be Indian Law.
e) The language of the arbitration shall be English.
f) The governing law of the Contract shall be Indian Law.
g) Arbitration cost to be borne by the Supplier.

9. Escalation Matrix:

a. The bidder should provide at-least 3 level escalation matrix for providing resolution of the complaints at local level

10. Intellectual Property

a. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform the Consultancy and all its obligations. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing, or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense, and risk.

Chapter - IX

ANNEXURE-I

Letter of Undertaking

(On the letter head of the organization)

To,

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

Subject- Selection of Consulting Organization for Strategy refresh and Business transformation for EdCIL

Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:
Place:

ANNEXURE II

Self-Declaration – Non-Blacklisting

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (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 Contract 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 – III

Tender Compliance Sheet

S. No.	Description	Yes/No with Page No.
1.	BID SECURITY(EMD) Whether the bidder has attached the Bid Security?	
2.	Amount of Bid Security (EMD) as per bid requirement or not?	
3.	Date of issue of Demand Draft for EMD	
4.	Validity of the Demand Draft 90 days from submission of bid or not?	
5.	Bid validity 180 days or not?	
6.	Whether the bidder has quoted for all the items & services in the Schedule?	
7.	Whether price as per Financial Bid quoted or not?	
8.	Whether Project Timeline as per bid agreed or not?	
9.	Payment terms as per bid agreed or not?	
10.	Letter of proposal signed and enclosed with the bid offer	
11.	Financial Proposal Covering Letter	
12.	Signed copy of the tender document/addendum/corrigendum submitted	
13.	Power of Attorney/Board Resolution	

ANNEXURE IV

Annual Average Turn Over

Name of Firm:

Sl. No.	Financial Year	Annual Turnover (Rs. In Crore)	Net Worth (Rs. In Crore)	Profit/Loss (Rs. In Crore)
1.	2021-22			
2.	2022-23			
3.	2023-24			
Total				
Total in Words				
Average				
Average in Words				

Note:

- Certificate from Statutory Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.

- Values entered in words will be treated as final.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

UDIN: _____

Annexure – V

Letter of Proposal

To,

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

Sub: Selection of Consulting Organization for Strategy refresh and Business transformation for EdCIL.

Dear Sir,

With reference to your Tender Document dated ……., having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Service provider for Establishing a Project Management Unit for **Selection of Consulting Organization for Strategy refresh and Business transformation for EdCIL**. The proposal is unconditional and unqualified.

All information provided in the Proposal and in the subsequent annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals signed and stamped by the authorized signatory.

This statement is made for the express purpose of appointment as the Service provider for Selection of Consulting organization for Strategy refresh and Business transformation for EdCIL.

We shall make available to the Committee any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

As instructed, we have attached the following documents in response:

1. Letter of Undertaking as per Annexure -I
2. Self Declaration- Non Black Listing as per Annexure -II
3. Tender Compliance Sheet as per Annexure -III
4. Average Annual Turnover as per Annexure - IV
5. Letter of Proposal as per Annexure – V
6. Abstract of relevant experience as per Annexure - VI
7. CV format of proposed team as per Annexure -VII
8. Format for relevant Engagements as per Annexure - VIII
9. Power of Attorney as per Annexure - XIV
10. Technical Proposal as per Annexure – XV

The Financial Proposal is being submitted with the Technical Proposal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, we submit this Proposal under and in accordance with the terms of the Tender Document.

Sincerely Yours,

Signature of the Bidder Representative
[Full name & Designation of Bidder Representative]
Firm Name
Stamp_____
Date:
Place:
Encl.: As above.

Note:

1. This is to be furnished on the letterhead of the organization.
2. It is expressly clarified that before submitting the Proposal, Bidder must have carefully examined the contents of all the attached documents and any failure to comply with any of the requirements of the Tender Document will be at the Bidder's risk.
3. It is mandatory to submit all the annexures in full in response to the Tender Document. The response of those Bidders who have not submitted all the annexures in full shall not be considered.

Annexure – VI

Abstract of Relevant Experience and Qualification of Team Members

S. No	Position	Name of the Resources	Qualification	Work Experience (In Years)	Work Experience (Number of Projects)
1.	Project Manager				
2.	Consultant - EdTech				
3.	Business Analyst				

Signature of the Bidder Representative
[Full name & Designation of Bidder Representative]
Firm Name
Stamp_____
Date:
Place:

Annexure – VII

CV Format for Team Members

	Name			
	Position			
	Date of Birth			
	Education			
	Experience			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work	Year	Location	Position Held	Activities Performed

Certification

I certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of Team Member_____ Date: _____

Annexure – VIII

Format for Relevant Engagements

Please use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment.

(Use separate sheet for each client)

Name of the Client	
Number of employees of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Start Date	
End Date	
Duration of all the consulting assignments for the client (in months):	
Number of professional staff provided for the consulting assignments for the client	
Terms of Reference	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	

Sincerely Yours,

Signature of the Bidder Representative
[Full name & Designation of Bidder Representative]
Firm Name
Stamp_____
Date:
Place:
Encl.: As above.

Annexure – IX

Performance Bank Guarantee Format

Name of the Bank: _____

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

In consideration of the EdCIL acting through _____(Designation & address of Contract Signing Authority), (hereinafter called "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 an 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 Chief General Manager (DES), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said 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
(Name)_____
Designation with Code No. ---------
Full Address----------

Witness

1
2.

Annexure – X

Contract Form

THIS AGREEMENT made the ..... day of ..... 2025 between ..... EdCIL (Hereinafter called "the Purchaser") of the one part and ..... (Name & address of Successful bidder) .....

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

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

PREAMBLE

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Education (MOE), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.

2. AND WHEREAS vide Tender Ref. No. **EdCIL/DES/2025/PMU/001** (hereinafter collectively “the Tender”) EdCIL invited bids from empanelled technical and core competency support service providers for **Selection of Consulting organization for Strategy refresh and Business transformation for EdCIL.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,

    a. The Financial Bid submitted by the Bidder;

    b. The Scope of work defined;

    c. The Terms & Conditions of the tender document

    d. The EdCIL's Notification of Letter of Award/ Work Order

3. In consideration of the payments to be made by the EdCIL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the EdCIL to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.

4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by the

said ..... (For the EdCIL)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Successful bidder)

in the presence of .....

Note:

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

Annexure – XI

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 "EdCIL") 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 EdCIL, representing us in all matters before the EdCIL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the EdCIL 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 EdCIL.

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

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

THIS ……. DAY OF ……. 2025.

For …… (Name and registered address of EdCIL)

(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 bidder should be submitted for verification of 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 bidder.

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 bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy as it carries a conforming Apostle certificate.

ANNEXURE-XII

Proforma Pre Contract Integrity Pact

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of …. 2025, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

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

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

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. **……** Dated …….. 2025.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No **……** dated ……2025 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

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

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

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

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

3. Commitments of Bidders

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any

act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

4. PREVIOUS TRANGRESSION

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

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

5. EARNEST MONEY DEPOSIT

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

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

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

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

6. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

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

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

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

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

7. INDEPENDENT MONITORS

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

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

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

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

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

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

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

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

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

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

Annexure XIII

Performa For Declaration on Proceedings Under Insolvency And Bankruptcy Code, 2016

Tender No.:……..

Name of Work:……..

Bidder ’s Name : ..... .

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

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

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

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

Place:
Date:

Signature of Bidder

Name of Signatory

Annexure – XIV

Pre-Bid Query format

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

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

Annexure – XV

Technical Proposal

The Consulting Organization should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight consultant's analysis of the current issues before EdCIL and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of EdCIL. The approach and work plan should clearly highlight the implementation roadmap. It must also include the plan for transfer of knowledge and capability building for the employees of EdCIL with clearly defined timelines, milestones and deliverables.

1. Approach & Methodology (Not More than 12 pages)

- Understanding of the Requirement
- Situation Analysis and Problem Identification
- Operational Plans
- Expected measurable outcomes
- Handholding mechanism till all milestones are achieved

2. Timeline with deliverables (Gantt Chart) –

- Phase-1 (3 months)
- Phase-2 (9 months)

3. Risks and Mitigation Measures (Not more than 1 page)

4. Any other important feature the Bidder wish to indicate (Maximum 2 pages)

ANNEXURE- XVI

LIST OF AUTHORISED BANKS FOR BG

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

The following banks are permissible for accepting Bank Guarantees:

I. SCHEDULED PUBLIC SECTOR BANKS

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

.

II. SCHEDULED PRIVATE SECTOR BANKS

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

ANNEXURE-XVII

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No._____

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

Whereas ..... (here in after called "the Bidder") has submitted its Bid dated .....(Date) in response to the RFP No:..... for ……. (Name of the Work) (here in after called "the Bid")

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

The conditions of these obligations are:

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

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

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

Dated: the Day of for

(indicate the name of bank
Witness
1.
2.

Signature of Banks Authorized official)
(Name)_____
Designation with Code No. ---------
Full Address----------