

ADDENDUM-01

NOTICE INVITING TENDER

(e-Tendering mode)

NIT No.: EDCIL/AS/MOE/PPR/2024 Dated: 30-01-2024

1. EdCIL (India) Limited **on behalf of** Ministry of Education, Govt of India by EdCIL (India) Limited, having its Corporate office at EdCIL House, 18A, Sector 16A, NOIDA – 201 301 (U.P) & Registered Office at 5th & 6th Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001 invites Bids from eligible agencies for the work of “**Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project**” as per details given below:

| | |
|--|--|
| Name of work | Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project |
| Earnest Money Deposit | NIL |
| Performance Bank Guarantee | NIL |
| Name of Organization | EdCIL (INDIA) LTD., NOIDA |
| Tender Type (Open/ Limited/ EOI/ Auction/ Single) | Open |
| Tender Category (Services/ Goods/ works) | Services |
| Type/Form of Contract (Work/Supply) | Work |
| Duration of project | As per Timelines and Deliverables in Tender |
| The Currency in which payment shall be made | Indian Rupees (INR) |
| Required Procurement Audit | FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25 for 5 Financial Years. |
| Time allowed for completion of work | First (1 st) Quarter of 2025-26 i.e June, 2025 |
| Date of Issue/Publishing | 30-01-2024 |
| Document Download/ Sale Start Date | 30-01-2024 |
| Document Download/ Sale End Date | 14-03-2024 at 15:00 Hrs. |
| Last Date and Time for receipts of Bids | 14-03-2024 at 15:00 Hrs. |
| Date and Time of Opening of Technical Bids | 14-03-2024 at 16:00 Hrs. |
| Date and Time of Opening of Financial Bids | Shall be communicated at later stages |

| | |
|---|--|
| No. of Covers (1/2/3/4) | 02 (Two packet) |
| Bid Validity days (180/120/90/60/30) | 90 days (From last date of opening of tender) |
| Address for Communication | Chief General Manager (ADVISORY SERVICES) EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P.-201 301, Ph. No.: 0120-4310840 |
| Contact No. | 0120-2512001 to 2512006, 0120-4156001,002,4154003 |
| Email Address | eprocure@edcil.co.in |

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page and details mentioned in the tender document. Aspiring bidders who have not get registered in e-procurement should get themselves register/enroll before participating in e-tendering process. Interested bidders are advised to go through instructions provided at "Instructions to Bidders for e-tendering."
3. No manual bids shall be accepted. Bids should be submitted in the E-Tendering mode only.
4. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. The Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document. Bidders are advised to visit EdCIL e-tender web page regularly to update themselves for any notifications for this tender.

Chief General Manager/ (Advisory Services)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: +91120-4156001,0120-4154003,
0120-2512004,05,06.

CHAPTER- I

Offline and Online Bid Submission Documents

1. Offline Submissions:

1.1 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.

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

I. Original copy of the power-of-attorney, wherever required.

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

2. Online Submissions:

2.1 The Online bids (complete in all respect) must be uploaded online in **Two Envelopes** as explained below:

| Envelope-1 | | | |
|---|---------------|---|------------|
| (Following documents to be provided as single PDF file) | | | |
| *file size shall be less than 5 MB each. | | | |
| Sl. No. | Documents | Content | File Types |
| 1. | Technical Bid | Qualification and selection criteria compliance sheet as per Clause D and Clause E respectively | .PDF |
| 2. | | Organization Declaration Sheet as per Annexure-A | .PDF |
| 3. | | Supporting documents in support of all claims made at Annexure-B to Annexure- I | .PDF |
| 4. | | Corrigendum/ Addendum are also to be signed and uploaded. | .PDF |

| Envelope-2 | | | |
|-------------------|---------------|--|----------------------|
| Sl. No. | Documents | Content | File Types |
| 1. | Financial Bid | As per Financial Bid forms as per Annexure-J | .PDF and Excel sheet |

TERM OF REFERENCE & DEFINITIONS

| | |
|-----------------------|---|
| Agency | “Agency” shall mean the successful bidder, firm or corporation to whom the Purchase Order is issued for <i>“Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project”</i> |
| Authorized Signatory | The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm. |
| Bid/Tender | "Bid" means the response to this document presented in Two packet, Technical Cum Commercial 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/Tenderer | “Bidder” means any individual/ proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid. |
| Contract | “The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned |
| Day | “Day” means a normal working day with or without extra hours to work on the designated site of the project/ work. |
| PPR | Post Project Review |
| PforR | Program for Result |
| STARS | Strengthening Teaching-Learning and Results for States (STARS) |
| D.D | Demand Draft |
| EdCIL | EdCIL (India) Limited, Noida (A Govt. of India Enterprise) |
| TC | Tender Committee |
| PBG | Performance Bank Guarantee |
| Security Deposit (SD) | Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement). |
| Services | “Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. |
| TENDER | “ TENDER ” means the Request for Proposals |
| Order | “Order” shall mean the Work Order and its attachments and exhibits. |
| GST | Goods and Services Tax |
| EPF | Employee Provident Fund |

| | |
|------|--------------------------------------|
| ESI | Employees State Insurance. |
| MSME | Micro, Small and Medium Enterprises. |
| GOI | Government of India. |
| MoE | Ministry of Education |

General Conditions of Contract

- 1 **Bid Timelines:** Bidder shall refer to NIT for the timelines related to Tender documents submission.
- 2 **Procurement Audit Period:** Agency shall carry out an audit of all procurement activities for the period FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25.
- 3 **Preparation of Bids:** The offer/ bid shall be submitted in Two packet system (i.e.) Technical and Financial bid. The technical bid/proposal shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise rate for the items mentioned in the bid in the given Excel sheet.
- 4 **EMD:**
No Earnest Money Deposit (EMD) is required to be submitted as part of this Request for Proposal
- 5 **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason. EdCIL based on the requirement without assigning any reason to the Bidder/s may split work/Scope/Bid offer in stages or in parts according to the need of work or for ease of execution of work. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder. Final decision of EdCIL shall be binding on the bidder.

6 **Technical Evaluation Criteria and supporting documentation:**

| # | Technical Evaluation Criteria | Supporting Documents required |
|---|---|--|
| 1 | <p>The bidder should have experience of at least 02 Nos. advisory/ consultancy assignments in last 5 completed financial years (as on March 31, 2023), for Government (State, Centre or ULBs)/ Public Sector consulting services in India. In case of more than 02 nos. the following is the criteria of evaluation:</p> <p>(i) 2-4 Nos. assignments for-Government: 10 Marks</p> <p>(ii) 5-8 Nos. assignments for Government: 15 Marks</p> <p>(iii) >=9 Nos. assignments for Government: 20 Marks</p> | Copies of work orders and completion certificates. In case of non-availability of completion, final bill copy submitted by the bidder to the client can be submitted as proof of completion of work. |
| 2 | <p>The bidder should have set up in the last 5 years (as on March 31, 2023), at least 1 no. PMU for a State or Central Government with minimum order value of Rs. 10 crores; in case of PMU of higher value the following is the criteria of evaluation:</p> <p>(i) 10-19.99 Crore value: 5 Marks</p> <p>(ii) >= 20 Crore value: 10 Marks</p> | |

| | | |
|-----|--|---|
| 3 | The bidder should have carried out at least 10 world bank related procurement/ transaction advisory/ Procurement audit in the last 5 years (as on March 31, 2023), for a State or Central Government/ PSUs (i) 10-15 projects: 5 marks - (ii) More than 15 projects: 10 marks | |
| 4 | The bidder should have minimum of 5 employees certified on PMP/ PRINCE 2. In case of more than 05 nos. the following is the criteria of evaluation: (i) 5-9 Nos. employees certified on PMP/ PRINCE2: 5 Marks (ii) >=10 Nos. employees certified on PMP/ PRINCE2: 10 Marks | Employees list with Qualification and certification details |
| 5 | Approach and Methodology including Work Plan ·Schedule & understanding of the Scope of Work (A presentation shall be made by the bidders meeting the minimum qualifying criteria) | As per annexures in RFP |
| 6 | Project Team: CVs of 4 Team members | |
| 6.1 | Team Leader (1 no.) (PMP/ PRINCE2 Certified professional) | CV (Self attested/verified) |
| 6.2 | Procurement Specialist (1 no.) | CV (Self attested/verified) |
| 6.3 | Team Members (2 nos.) | CV (Self attested/verified) |

7. Financial Bid format:

Bidders are required to submit Financial Bid as per the format at Annexure-J.

Note: The financial Bid document Excel sheet as per above format should be downloaded from the Tender wizard portal and duly filled by Bidder. The filled Excel sheet should duly be uploaded back on Tender wizard portal.

8. For deciding eligibility of tender Declaration (as per Annexure- A), Registered entity as per laws of India with minimum of 10 years' experience, Similar nature of work experience certificates of requisite magnitude (as per Pre Qualification Criteria), and Pre-Contract Integrity Pact as per Annexure-B, failing which the tender shall be summarily rejected.
Notwithstanding anything stated above, EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the work .
9. All other documents like PAN Card, PF Registration, Goods and Services Tax Registration Certificate, Timeline schedule, List of plant & machinery, list of technical persons, Bank details etc. are also required to be submitted along with tender. The missing documents if any must be submitted within 10 days from the date it is sought by EdCIL. The missing documents if called for after the scrutiny of technical bid should not be of a date later than the date of submission of bid.
10. The Tender notice and Notice Inviting Tender , Bid Replies, Corrigendums and Addendums shall form the part of contract document. The successful Bidders

shall be required to execute an agreement with MoE in prescribed Proforma at Annexure- I within a maximum period of 15 days after date of issue of LOA for carrying out the work as per the agreed conditions. Failure to do so shall constitute a breach, in which case, MoE would be at liberty to terminate the contract. The cost of stamp paper for the agreement will be borne by Bidder.

11. The contract agreement shall consist of: The Press Notification, Tender Notice, Notice Inviting Tender, Instructions to Bidders, all the documents of tender & contract for works including special conditions of contract, technical specifications if any, forming the part of tender documents as issued/downloaded by the Bidder from the websites at the time of invitation of tender and acceptance thereof together with any correspondence with them leading there to and also the correspondence related with verification of credentials.
12. **Compliance with Laws:**
The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinances, rules and regulations for the time being in force and the agencies shall further observe and comply with the bylaws & regulations of the Government of India, State Government, local Municipalities and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the agency and shall give all notices required by such by-laws & regulations.
13. The Bidder shall submit analysis of rates or any other relevant documents pertaining to project if called upon to do so.
14. Agency is required to get registered as per PF Registration, Goods and Service Tax or any other relevant regulations as per law.
15. Works will be carried out according to the Conditions of Contract and Specifications issued with this tender document.
16. **Delayed Deliverables:** If the Deliverables not made within the due timeline for any reason under the control of the successful bidder, the MoE reserves the right to *impose Liquidated damages (LD) @ 0.5% plus GST per week from the date of issuance of LOA* and the maximum LD shall be 10% of the contract value/ rate. The LD shall be applied only on the portion of deliverables not submitted within the stipulated time period for reasons under the control of the Agency.

Once the maximum LD is reached, MoE has the right to terminate the contract without any liability to cancellation charges .

17. **Rates:**
The rates must be quoted in the Proforma given in Financial Bid failing which the Bid would be treated as unresponsive.
18. **Notices: Post Execution of contract for** purpose of all notices, the following should be the address :

Ministry of Education, Shastri Bhawan , New Delhi-110001

Bidder address:

(To be filled in by the Bidder)

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

19.1 In case of Dispute or difference arising between the MoE and bidder/agency relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.

19.2 The dispute should be referred to the Competent Authority, MoE and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.

19.3 The venue of the arbitration should be the place from where the order is issued.

20. Agency Integrity

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

21. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

22. Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction located within New Delhi.

23. Notices

23.1 Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or e mail and confirmed in writing to the other party's address.

23.2 A notice should be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes

Agency should be entirely responsible for all taxes, duties, etc., incurred until submission of deliverables. MoE shall not make any payment towards any other incidental charges payable by the agency at the site location.

Under Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract

25. Timelines for completing project:

Duration of project shall be upto First (1st) Quarter of 2025-26 i.e June, 2025 from the date of Issue of LOA for completing PPR review of Six (6) states for Financial years 2020-21, 2021-22, 2022-23, 2023-2024, 2024-2025.

26. Extension of contract/Agreement:

In case of extension of STARS project by MoE then based on the performance of the successful Bidder the project execution timelines for PPR will be extended as per approval of MoE.

27. Payment Terms:

- i) 20% payment shall be made against Inception report
- ii) 50% payment shall be made against submission of state wise Draft PPR report
- iii) 30% payment on submission of final PPR report of all states.

28. Language of Report:

Entire PPR report shall be in English language. If asked for Hindi translation, successful bidder should submit the same without any additional cost.

29. Termination for Default

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

- 29.1 If the Agency fails to submit deliverables specified in the order, or within any extension thereof granted by the MoE; or
- 29.2 If the Agency fails to perform any other obligation(s) under the Contract.
- 29.3 If the Agency, in the judgment of the MoE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 29.4 For the purpose of this Clause:

- **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the

procurement process or in contract execution.

- **“Fraudulent practice”** means a misrepresentation of facts to influence a tendering 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 rates at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- In the event the MoE terminates the Contract in whole or in part, the MoE shall execute such service with any other agency, as it deems appropriate and the Agency should be liable to the MoE for any excess costs for executing the work. However, the Supplier should continue the performance of the Contract to the extent not terminated.

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

31. Compliance: The bidder to comply with the Pre Qualification , technical specifications, deliverables as provided.

32. Acceptance/ Rejection of bids:

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

33. Award of Contract:

EdCIL/MoE reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.

34. Negotiations:

Normally Negotiations are not allowed. However, if required, negotiations may be held at EdCIL (India) Ltd, Plot 18(A) , Sector 16A, Noida, Uttar Pradesh-201301. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

35. Rates in Figures and Words:

35.1 Rates Quoted by the Bidder in tender in figures and words shall be

accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the agency shall unless otherwise proved be taken as correct.

35.2 If the amount of an item is not worked out by the agency or it does not correspond with the rates written either in figures or in words then the rates quoted by the agency in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount.

35.3 In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

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

36. Copies:

Three (3) sets of Hard copies along with soft copies of the report in English shall be submitted. Successful Bidder may be asked to submit Hard copies for which no additional payment will be claimed.

37. Force Majeure:

The agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

Note: 1) Annexures 1 to 7 are as per RFP.
2) Annexures A to J are as per Addendum-01.
All the Annexures form part of Tender Document.

<< Bidder's Organization Letter Head >>

DECLARATION SHEET

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

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

| | |
|---|--------------------------------------|
| We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years. | NAME & ADDRESS OF THE Bidder/ Agency |
| 1 Phone | |
| 2 Fax | |
| 3 E-mail | |
| 4 Contact Person Name | |
| 5 Mobile Number | |
| 6 TIN Number | |
| 7 PAN Number | |
| (In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee) | |
| (In case of on-line payment of EMD) 9 UTR No. (For EMD) | |
| 10 MSME Details | |
| i. Registration No. | |
| ii. Gender | |
| iii. SC/ST | |
| 11 Kindly provide bank details of the bidder in the following format: a) Name of the Bank | |
| b) Account Number | |

| | |
|--|--|
| c) Kindly attach scanned copy of one Cheque book | |
|--|--|

(Signature of the Tenderer)

Name: _____

Seal of the Company

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2024, between, on one hand, acting through Shri/Smt. _____, Designation _____, Ministry of Education, Government of India (hereinafter called the “MoE” 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 _____, Designation _____, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the MoE proposes to procure services towards **“Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project”** for its clients and BIDDER is willing to offer the said services and related items as referred to in the Bid document no.Dated2024.

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.

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 MoE to obtain the desired services as referred to in the Bid document no. dated2024 at a competitive rate in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the MoE 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 MoE

1.1 The MoE undertakes that no official of the MoE, 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 MoE 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 MoE 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 MoE with full and verifiable facts and the same is prima facie found to be correct by the MoE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the MoE 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 MoE the proceedings under the contract would not be stalled.

3. Commitments of Bidders

3.1 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:

3.2 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 MoE, 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.

3.3 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 MoE 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.

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

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

3.6 The BIDDER further confirms and declares to the MoE that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the MoE 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.

3.7 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 MoE 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.

3.8 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.

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

3.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MoE 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.

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

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

3.13 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 MoE, or alternatively, if any relative of an officer of the MoE has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.14 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 MoE.

4. **PREVIOUS TRANSGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector

Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

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

5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. **NIL** as Earnest Money with the MoE through Account Payee Bank Draft or a Pay Order in favour of MoE

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 MoE, including warranty period, whichever is later.

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 MoE 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. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. To recover all sums already paid by the MoE, 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 MoE 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.
- iv. 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 MoE, along with interest.
- v. 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 MoE resulting from such

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

vi. 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 MoE.

vii. 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.

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

6.2 The MoE 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 MoE 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 MoE, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

7.1 An Independent monitor (s) shall be appointed by MoE, 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 MoE.

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

7.7 The MoE 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 Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the MoE / 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 MoE 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 MoE.

10. **OTHER LEGAL ACTIONS**

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

11. **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the *NIT No. MOE/AS/MOE/PPR/2024 Dated 30-01-2024*. towards complete execution of the contract to the satisfaction of both the MoE and the BIDDER. 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 _____.

Ministry of Education

BIDDER

Name of the Officer :

Details & Designation

Designation:

Witness:

Witness

1. _____

1. _____

2. _____

2. _____

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

To

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

Sir,

SUBJECT- Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project.

This bears reference to EdCIL/NIT No. ***EDCIL/AS/MOE/PPR/2024 Dated 30-01-2024***. 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/MoE 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 ___/___/2024 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:

UNDERTAKING

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

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL)/ MoE will have full right to cancel the Contract. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by EdCIL/MoE 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).*

Place:

Details of Projects Completed

Name of the Firm:

| S. No. | Name of the Projects | Name of client | Order No. & Date | Description of work | Value of work (In Lakh) | Date of Start | Scheduled Date of Completion | Actual Date of Completion | Reason for Delay, if any |
|--------|----------------------|----------------|------------------|---------------------|-------------------------|---------------|------------------------------|---------------------------|--------------------------|
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |
| 3. | | | | | | | | | |
| 4. | | | | | | | | | |
| 5. | | | | | | | | | |
| 6. | | | | | | | | | |
| 7. | | | | | | | | | |

Signature with Seal

List of Technical Persons:

| S.No | Name of person | Employee ID code | Designation | Qualification & Certification | PMP/Prince 2 Certification | Years of experience | Contact Number |
|------|----------------|------------------|-------------|-------------------------------|----------------------------|---------------------|----------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project,proposed to be developed by the..... (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

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

THIS DAY OF 2024.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

.....

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

Notes:

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

LETTER OF BID SUBMISSION

To,

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

SUBJECT- Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project.

-Submission of Bid -

Sir,

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

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

| S. No. | Name of Work | Certificate From |
|--------|--------------|------------------|
| | | |
| | | |

Enclosures:

Date of Submission :

CONTRACT FORM

THIS AGREEMENT made the day of 2024 between (Name of Client) of the one part and (Name & address of Bidder) of the other part:

WHEREAS the Client seeks specific services, namely (Brief Description of Services), and has approved a bid submitted by the Bidder for the provision of services at the amount of (Contract Price in words and figures) (hereafter referred to as "the Contract Rate").

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 Rate Schedule submitted by the Bidder;
 - [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The MoE's Notification of Award/ work Order
3. In consideration of the payments to be made by the MoE to the agency as hereinafter mentioned, the agency hereby covenants with the MoE to provide the services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The MoE hereby covenants to pay the agency in consideration of the provision of the services and the remedying of defects therein, the Contract rates 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.

Brief particulars of the services, which shall be supplied/ provided by the agency, are as under:

| S. No. | Brief Description of Services | Quantity to be supplied | Unit Rate | Total Rate | Delivery Terms |
|---------------|--------------------------------------|--------------------------------|------------------|-------------------|-----------------------|
| | | | | | |

TOTAL VALUE:

DELIVERY SCHEDULE:

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 MoE)

in the presence of

Signed, Sealed and Delivered by the

said (For the Agency)

in the presence of

Annexure-J

Name of Tender: Calling of Request for Proposal on behalf of MoE for Hiring an Agency for Post Procurement Review under PforR component of STARS project

N.I.T No: EDCIL/AS/MOE/PPR/2024 , Dated: 30-01-2024

Financial Bid Document

| S.No | Description | Quantity | Fee/Amount per month (in Rs.) per professional | Total Fee/Amount per month (in Rs.) | Total Amount for 15 months |
|------|--|----------|--|-------------------------------------|----------------------------|
| A | Manpower cost | | | | |
| | i. Team Leader (Min:1 Professional) | | | 0 | 0 |
| | ii. Procurement Specialist (Min: 1 Professional) | | | 0 | 0 |
| | iii. Team Members (Min: 2 Professionals) | | | 0 | 0 |
| | iv. Any other Member (Please add) | | | 0 | 0 |
| B | Travel cost | | | 0 | 0 |
| C | Miscellaneous cost | | | 0 | 0 |
| | Total Amount (Exclusive of Taxes) for 15 months | | | 0 | 0 |
| | Total Amount (Exclusive of Taxes) for 15 months in words | | | | |
| | GST Amount | | | | |
| | Total Amount (Inclusive of Taxes) for 15 months | | | 0 | 0 |
| | Total Amount (Inclusive of Taxes) for 15 months in words | | | | |
| Note | GST rate shall be applicable as per prevailing rates | | | | |

Note: The financial Bid document Excel sheet as per above format should be downloaded from the Tender wizard portal and duly filled. The filled Excel sheet should duly be uploaded.

Note: The financial Bid document Excel sheet as per above format should be downloaded from the Tender wizard portal and duly filled. The filled Excel sheet should duly be uploaded.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____