



ISO 9001:2000 & 14001:2004 Certified

Edcil India Limited
EdCIL House, Plot No.18A, Sector.16A,
Noida (U.P) - 201301

Open Tender: FIN / SLT / IA/ 2018-19/02 for Appointment of Chartered Accountant Firm / Practicing Chartered Accountant to undertake work of Internal Audit for its Corporate Office at Noida and its Branch offices at Barakhamba Rd. New Delhi. (Two-Packet System)

Due for opening on 29.01.2019 at 4.00 pm

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Edcil India Limited
EdCIL House, Plot No.18A, Sector.16A,
Noida (U.P) - 201301

NOTICE INVITING TENDER

Tender FIN / SLT / IA/ 2018-19/02

EdCIL (India) Ltd. invites tender in sealed covers (Two Packet System), from reputed firms of Chartered Accountants for appointment of Chartered Accountant Firm to undertake work of Internal Audit (Quarterly Intervals) for its Corporate Office at Noida and its branch offices at Barakhamba Rd. New Delhi.

The details are as under: -

A)	Tender Name	Appointment of Chartered Accountant Firm / Practicing Chartered Accountant to undertake work of Internal Audit.
B)	Downloading of Tender Documents from EdCIL's website	09.01.2019
C)	Pre-Bid meeting	18.01.2019 (11:00 AM) at Convention Hall, EdCIL (India) Limited, EdCIL House, 18-A, Sector-16-A, NOIDA - 201301 (Uttar Pradesh)
D)	Last date for Submission of Bid's documents	29.01.2019 (3:30 PM)
E)	Opening of Bid's	29.01.2019 (4:00 PM)
F)	Earnest Money (EMD)	Rs. 20,000/- (Demand Draft)
G)	Mode of Selection	Open Tender (QCBS)
The Bank Draft will be in favor of EdCIL (India) Limited. Payable at Noida.		

Tender Notice and tender Document are also available at EdCIL's website:

<http://www.edcilindia.co.in> Bidder can submit offer on the tender document downloaded from this website. Any Corrigendum/Modification will be issued only on company website.

All pages of original tender document and corrigendum's, if any, duly signed by the tenderer should be submitted along with offer.

Tarun Singh
Dy.Manager Finance
EdCIL (India) Limited

Section-1: Preamble

NAME OF WORK: Appointment of Chartered Accountant firm/ Practicing Chartered Accountant to undertake work of Internal Audit (Quarterly Intervals) for its Corporate Office at Noida and its branch offices at Barakhamba Rd. New Delhi.

1. SCOPE OF WORK:

1.1 To undertake work of internal audit as mentioned in section 3 of this TENDER. Internal Audit will be for a definite period and will not amount to any kind of employment obligation on the part of EdCIL.

1.2 The process for appointment will be initially for a period of 2 years, which can be extended through mutual consent for a further period of one year. Audit will be carried out on quarterly intervals. Initial appointment letter shall be issued for 1 year. Further extension for 1 year shall be based on satisfactory performance.

2. CLARIFICATION REQUESTS:

The written queries/ clarifications be sent to the EdCIL office by 18.01.2019. (11:00 AM) Reply to the Pre- Bid Queries Prospective bidders requiring any clarification on tender document may submit queries through e-mail only to the issuing officer [tarunsingh@edcil.co.in] and [sandeepgoel@edcil.co.in] in the following format so as to receive before the date mentioned in the tender document

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

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

Section 2: Introduction of EdCIL

2 INTRODUCTION

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

2.1. The company over three decades of existence has executed many consultancy and other projects and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and their large corporate.

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

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

a. **Computer based recruitment Services:** The company is a known professional consultancy organization which provide recruitment / assessment services in selection and identification of personnel by conducting computer based examinations / interviews / skill tests / Trade tests for various Ministries and Departments of Government of India / Public sector Enterprises, Autonomous bodies and Academic institutions across the country and has successfully conducted „Computer based tests/ examinations“ PAN India at approximately 654 examination centers in 164 cities for various clients for the recruitment process of more than 15 Lakh candidates in **FY 2017-18**.

b. **IT and ICT Division** offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages and e-content development, operation and management (networking & Wi-Fi facilities), solutions to educational institutions along with that setting up of virtual universities;

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

- ❖ **National** → Various Ministries; State Government; Statutory/Autonomous Bodies/Public Sector Undertakings; Private Sector;
- ❖ **Overseas** → Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, EdCILentists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc. The organization has been conducting need based short term and long term training programs for foreign nations sponsored by their Governments/ International Funding Agencies at reputed educational institutions/training establishments. It has established a proven track record in the design and management of customized short term and long term training programs including study visits to meet the requirements of the international clients including foreign governments and funding agencies.

d. **Marketing of Indian Education product overseas / Placement of Indian Teachers overseas:** One of the core service of EdCIL (India) Limited is Placement of International/ NRIs /PIO students in reputed and prestigious Indian Institutions, recognized by the Regulatory Bodies, Government of India. Also the organization has extensive experience in facilitating Human Resource Development through secondment of Faculty/ Teachers and experts in diverse fields to various countries in Asia and Africa by maintaining a databank of resource persons and closely associated with various academic Institutions / Bodies across the country.

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

f. Study in India (SII)

To rapidly increase the number of inbound overseas students into India in the next five years, a "Study in India" programme has been approved by SFC on 15.03.2018. The programme aims to increase the inflow of inbound international students by 3 times through a systematic brand-building, marketing, social media and digital marketing campaigns. To start with the programme targets inbound students for a period of two years for the academic year 2018-19 and 2019-20. The programme would involve partnership with 160 select Indian institutes/universities (based on NIRF and NAAC rankings) and will be focused on 30 target countries across South-East Asia, Middle East and Africa.

To fulfill its aspiration of becoming one of the top 20 destinations for international students, a comprehensive strategy has been developed whose aim will be to elevate India's position in the global education landscape by hosting 1.5 to 2 lakh international students every year by 2023.

Firstly, we would aim to unlock demand from target source countries which would involve a comprehensive go to market strategy supported by a targeted marketing campaign using social media having following key inputs:

- The website including Mobile App would be the bed-rock of the strategy connecting potential candidates/students to 160 select participating Indian Institutions/Universities duly supported by a helpline call centre.
- A detailed social media campaign will be built around creation of the brand "Study in India" and Brand promotion.
- Country-specific dossiers for 30 target countries based on primary and secondary market research.
- Considerable research and analysis will be done in the early phase to target the countries and to build the brand image. Sufficient branding of the programme would be done through creation of logo, taglines, corporate films, brochures, etc.

- “Education India Day” will be held in each of the target country, which would include seminars/workshops/presentations, cultural, culinary and fun events for students like quizzes, fun-games followed by the participating institutes
- Conduct of an global online examination (Ind-TAS) to ensure quality of inbound students.
- Facilitation Centre, both overseas and international.
- Accreditation of channel partners,
- Entering into collaboration/MOUs with partner institutes/organizations for student exchange/recruitment.
- Marketing and PR activities covering all forms physical media (TVs, radio, billboards, Jingles, etc.)
- Engagement of a Strategic consulting firm to formulate and hand-hold during the implementation of the strategy and conduct updated market research and provide analytics.

The next focus would be to strengthen supply of high quality institutions in host country through continuous addition of premium institutions catering to International Students, developing an “international friendly” accreditation & ranking framework and generating value-for-money seats for international students. The following are the key items under this:

- Improvement of quality and readiness by increasing participation of premier education institutes catering to International Students
- As part of the empanelling framework, create an internationally accepted system for ranking and empanelling
- Creating value-for-money seats for international students

Lastly, the focus would be on creation of an enabling governance environment to improve the ease and entry of international students. The following would be the key items under this:

Simplify the VISA/FRRO and internship policies to attract high-quality students, especially from target countries

Mutual recognition of institutions/universities in the target countries

Modification of UGC/AICTE rules is required to enhance the movement of inbound international students (for e.g. increase the cap of 15% supernumerary seats where required)

EdCIL (India) limited the only CPSE under MHRD has been nominated as the 'Implementing Agency' to develop the strategy and oversee the implementation of Study in India programme.

Section 3: Scope of Work

3.1 Bidders would be expected to perform Internal Audit for its Corporate Office at Noida and its branch offices at Barakhamba Rd. New Delhi. Scope of Internal Audit includes as below.

SCOPE OF INTERNAL AUDIT

Part-1

Internal Auditors should ensure to check: -

- i. **Verifications of vouchers:** Auditors will also report all the items, where the vendor has not charged GST, but company can avail GST credit after demanding documents from vendors. This report is required to be submitted party wise as well as item wise (expenditure head wise). All revenue expenditure and capital expenditure bills shall be verified 100%.
- ii. Compliance of statutory requirements, Company rules and procedures: All non-compliance cases will be reported in a separate annexure.
- iii. Adequate mechanism for true & fair view of state of affairs of the Branch office and Corporate Office.
- iv. Correct invoicing for receivables and realization thereof as per provisions of the contract.
- v. That Payables are as per agreement and no undue benefit is passed on to the supplier/contractor.
- vi. That Payments made to staff as due and loans/advances are recovered timely.
- vii. Review of accounting systems and internal control systems so that no revenue leakage takes place.
- viii. Proper and adequate MIS for different levels of management.
- ix. Physical examination and verification of tangible assets. Detection of systemic flaws and suggestions for adopting corrective measures.
- x. **Contract Agreement-** In case of Cost Plus Contracts it should be ensured that the definition of cost is clear. The provisions regarding taxes are clearly spelt out in all type of tender. The Agreement has been signed by the authorized officials. **Auditor will submit details of tenders examined.**
- xi. **Taxation/Labour law-** Compliance with all tax laws applicable such as Income Tax, Custom Duties, GST, PF, Gratuity, labor and a report on regularities in filing returns and allied matters. Whether TDS Certificates are being obtained on time from customers for the taxes deducted by

them. TDS Certificates are being issued on time as per Income Tax Rules. Whether TDS Reconciliation has been made on the amount received from the customers of the company. Current status of un-reconciled amount of TDS of earlier years.

xii. **Fixed Assets-** Physical verification have been carried out, all capital expenditures are capitalized.

xiii. **Establishment-** Internal Auditors should comment on the compliance of Employees Medical rules, Final Settlement, Pay & Allowance, Travelling allowances, Staff Loans/Advances, Foreign Service Contribution (FSC). **Employee wise statement of outstanding will be part of Report with ageing.**

xiv. **Bank Reconciliation-**Verification of month wise reconciliation for all Bank Accounts of the company and signed by the initiator and officer who is looking after banking matters.

xv. AS Compliance and its disclosure requirements.

xvi. Internal Auditors shall also carry out physical verification of all the fixed assets of the company at the year end and submit its report along with Internal Audit Report.

xvii. Auditors will send balance confirmation letter to all debtors and creditors of the company

Part-2 Extent of Checking:

S.No	Particulars	Extent of Checking
A	Vouching	
1	Payment/Bank Receipt & deposits/Journal vouchers	100%. Auditor will put their seal on the vouchers having value above Rs 5 Lakhs.
2	Correctness of postings in basic books, general ledgers, and subsidiary Ledgers.	100% as per the Chart of Account of the Company. Auditors will report disparity in recording of transactions between the regional offices and Corporate Office.
3	FDR details/Interest on FDRs	100%. Auditor will put their seal on all these vouchers.
4	Misc Other Vouchers	100% verification
5	Checking of monthly wage bill	Every alternate month.
6	Disbursement/sanction of advances	100%. All unutilized advance will be reported along with their ageing.
7	Deduction of tax under various heads and deposit with government.	100%. Auditors will put their seal on all such vouchers and will report all delayed and non-payment cases.
8	Deduction of P.F. and other statutory dues and payment of contributions.	
9	Payment of Gratuity and leave encashment and other retirement benefits as per AS	
10	Payment of different type of allowances as per rules/policy	Every alternate month
11	Checking of leave balances of Employees and fixation of pay in pay scales.	All such cases
12	Detailed Scrutiny of all sub-ledgers and general ledgers	100%. Auditors will report correctness of ledger balances.
13	BG submission as per the requirement of Tender	100%. Auditor will attach an annexure on the same, with details of all expired BG/Non-submission of BG
B	Recording and payment of purchases/expenses	
1	Purchase bills from contractors and suppliers	100%. Auditor will put their seal on the vouchers having value above Rs 5 Lakhs.
2	Consignment Purchase bills	
3	Sundry Suppliers & Expense bills	
4	Misc. supplies and fixed assets and other expenses etc	
C	Recording of Income/Invoices	
1	Invoices for all the services offered and other income.	100%. Auditors will put their seal on every invoice having value more than Rs 5 lakh
2	Debit/Credit Notes issued for all the discrepancies in the invoices	100%

3	Purchase Orders from customers for all the services offered.	100%
E	Checking of deduction/collection of taxes under GST, Income tax, Custom duty, TDS, Professional Tax, and quarterly issue of TDS certificates and correctness of all the taxation returns.	100% compliance. Auditors will also issue a certificate stating that all deduction have been worked out correctly, deposited correctly (before due date) and all the taxation returns have been filed correctly before due date. Auditors will submit details in the format attached.
F	Audit of all statutory registers required to be maintained under Companies Act	Verification once in Six months.
G	Checking Bank reconciliation of all the bank accounts maintained by the company	100%. Auditors will put their seal and signature on month wise reconciliation statements and will ensure that competent authority approves it.
H	Checking investment decisions and income from investment.	100%
I	Verification of Assets Register and Depreciation on fixed assets	Once in a year.
J	Verification that all liabilities and provisions have been created in the books of accounts.	All such provisions having value more than Rs 1 lakhs
K	Verification of correctness of all Statutory return filed by the Company.	100%. Auditors will report for all the returns, which are due but not filed.
L	Verification of input Credit availed and Credit Utilized.	100%.
M	Compliance of SOP.	100%. All the payment needs to be verified in reference to SOP issued by the Company. Whether correct provisions of SOP have been applied for.
N	GST and other applicable taxes including compliance of all provisions of Input Tax Credit	Verification of returns and statutory records maintained by each of Regional office and Corporate office.

Part-3 Other Instructions

- I. This assignment will not be sublet or awarded to any other professional /other firms or persons.
- II. While conducting the audit all the standards issued by ICAI will be followed.
- III. Auditors will submit Audit Program before starting the Audit.
- IV. One Chartered Accountant (having experience of at least 3 years) along with two semi qualified professionals (having experience of at least 1-2 year) will be deployed on the audit- Corporate Office as well as all Regional Office in Delhi,
- V. Audit findings will be discussed with the concerned official in first round and with HOD Finance in Corporate Office in second round of discussion.
- VI. Final report will be issued after second round of discussion.
- VII. The senior partner of the Firm will sign report. Payment of Internal Audit fee will be released quarterly on submission of Audit Report against bill.
- VIII. No TA/DA or out of pocket expenses will be reimbursable for visiting any of the office of EdCIL.

Part-4

Deliverables- Quarterly report in PDF format and hard signed copies needs to be submitted as below, within 30 days from end of the quarter. (for FY18-19 only one report for the whole year may be given)

i. Party wise/ expenditure wise reports on input Credit

(a) Input Credit charged by vendor on the invoices, but credit for the same has not been availed by EdCIL.

(b) GST which is not charged by the vendor on the invoice submitted to EdCIL (since contract is all inclusive), but document for the same can be asked from vendor for availing credit.

ii. Report on compliance of previous Audit Reports.

iii. Report on compliance of all Statutory Auditors Qualifications and suggestions for removal of same, Half Margins issued by C&AG of India in the Audit report of previous year.

iv. Report on compliance of all the statutory requirement of the company viz

a. All Tax deducted correctly as per the relevant provisions of Income Tax.

b. All Tax deposited correctly.

c. All Taxation return has been filed correctly- details of all such return with their due date and filing date in chronological order.

d. Month wise data is required to be provided in an annexure.

v. Detailed Report of discrepancies as mentioned in the “**extent of checking**”

vi. Report on correctness of Bank Reconciliation statement and their correctness.

- vii. A total list of works/Tender finalized/awarded during the half year- whether all the conditions of LOA are being followed or not.
- viii. List of Bank Guarantee received/issued during the half year along with their value, name of party and validity.
- ix. Report on compliance of AS, Interpretations, relevant guidance notes, and Auditing Standards issued by ICAI.
- x. Certificate of Input Credit availed and utilized- Month wise.
- xi. Report on short deduction/non-deduction of tax on payments/provisions.
- xii. Party wise details of input Credit not availed.
- xiii. Employee wise details of outstanding with ageing.
- xiv. Irregularities of serious nature transactions noticed during audit through a special report.
- xv. Suggestion for system improvement and further strengthening of internal control procedure.
- xvi. Presentation of internal audit report before the Audit Committee of the Company.
- xvii. Explanation of items reported in internal audit before the Audit Committee.
- xviii. Suggestion for system improvement.
- xix. Wherever deficiency is noticed, Internal Auditor shall ensure corrective actions for removal of deficiencies.
- xx. Specific report as defined in part 4 above.
- xxi. Any other report as desired by the management

Section 4: Eligibility Criteria

Mandatory Eligibility Conditions for participation in Tender are as below. Bidder must satisfy all these condition, before participation in the tender.

The bidders are also required to submit the following documents to support their eligibility conditions for fulfillment of the services. The details of documents required are as under:

S.No	Eligibility Criteria	Supporting Evidence
1	The CA Firm should be empanelled with CAG	Attach documentary evidence
2	The CA Firm should possess 2 years of experience in the field of Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertakings having turnover of Rs 200 Crore or more in any two of last five financial years.	Attach copy of PO/LOA received from any such company along with audited P&L account of that company.
3	The bidder should have at least 4 professionals with relevant qualifications like CA permanently employed/Paid assistant by them and at least 7 Partners.	Attach ICAI Constitution Certificate generated online from The Institute of Chartered Accountants of India /Relevant documents.
4	Firm should have minimum turnover of Rs. 3 Crore Average Turnover of last three years (FY15-16,FY16-17,FY17-18)	Attach audited P&L account of the firm.
5	The firm should have office in Delhi & NCR	Attach documentary evidence
6	The firm should have minimum one year experience of Internal/statutory audit with Govt.Company /PSU/Statutory Bodies in an Education sector during any last five financial years. (FY13-14,FY14-15,FY15-16,FY16-17,FY17-18)	Attach copy of PO/LOA/appointment letter received from any such company/body.
7	The CA Firm's Certificate of practice should be issued by ICAI.	Attach documentary evidence
8	The CA Firm should not have been black listed by any PSU/Government Organization during the last three financial years,	Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm.

Note:

- 1) Consortium or Joint Ventures are not allowed.

The bids consisting of documents in support of the above criteria in a spiral bound document properly page numbered and indexed. All the papers should be signed by ink.

Section 5: Bidding Process

a. Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the Tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the TENDER Document or submission of a bid not substantially responsive to the TENDER document in all respects will be at the bidder's risk and may result in the rejection of the bid.

Section-6: Bid Composition

a) The bid shall be submitted as follows, all the envelopes shall be addressed to:

**Tarun Singh
Dy. Manager Finance
EdCIL (India) Ltd.
(A Govt. of India Undertaking, Ministry of Railways)
Plot No. 143, Industrial Area, Sctor-44, Gurgaon - 122003**

b) Inner covers shall contain:

EMD: The envelope shall contain a Demand draft of Rupees. 20,000/- (Rupees Twenty Thousand only) drawn from a scheduled commercial bank in favor of EdCIL (India) Limited, payable at Noida. The envelope shall be sealed and superscribed "EMD – EdCIL TENDER for appointment of Internal Audit."

Credential Bid: Documents as per the eligibility criteria and Credential Bid shall be submitted in this envelope. The envelope shall be sealed and superscribed "Credential Bid – EdCIL Tender for appointment for Internal Auditor". **The document should be spiral bound with serial no and with no loose sheets.** All documents should be signed by the authorized signatory.

Financial Bid: This bid shall be in the format prescribed in **Annexure F** and shall be packed separately, with envelope superscribed "**Financial Bid for Internal Audit**"

Each page should be numbered and conformance to the eligibility criteria/ Credential bid should be indicated using an index page. It should also be signed by ink. Bids signed by image will be summary rejected.

The above three envelopes shall be placed in an outer cover superscribed "**EDCIL TENDER** for Internal Audit". The outer cover shall be submitted to EdCIL before the due date and time for consideration of the bid.

Section-7: Earnest Money Deposit (EMD)

a. The Bidders shall furnish a demand draft of Rs. 20,000/- from a scheduled commercial bank, drawn in favor of EdCIL (INDIA)LTD payable at NOIDA.

Tenders without earnest money will be summarily rejected. No bank guarantee for EMD is accepted.

b. The EMD of unsuccessful bidders shall be returned without interest after finalization of the TENDER . EMD of the successful bidders shall be returned without any interest, on receipt of Bank Guarantee (BG) of equal amount in the form of Security Deposit valid for the period of appointment / extended appointment. In case EdCIL assigns jobs to the bidders just before the end of the appointment, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever is earlier. The BG shall be released after satisfactory job completion or expiry of appointment, whichever is later.

c. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of Demand Draft or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract within 15 days of issue of PO/LOA with validity of 3 months beyond contract period.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD should be submitted in the favour of “EdCIL (India) Limited” payable at NOIDA Only.

d. No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by the EdCIL, at any stage.

Section-8: Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if a Bidder

- Withdraw its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case successful Bidder fails to sign the contract within the stipulated time.

Section-9: Last date for bid submission

a. Bids, complete in all respects, must be submitted to this office by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which EdCIL will make necessary provisions.

b. EdCIL may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of EdCIL and the Bidders shall be applicable to the extended time frame.

c. Any bid received by EdCIL after the prescribed deadline for submission of bids will be summarily rejected and returned unopened to the Bidder. EdCIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

d. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.

e. At any time prior to the last date for receipt of bids, EdCIL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment will be notified on EdCIL's website <http://www.edcilindia.co.in> and should be taken into consideration by the prospective bidders while preparing their bids.

f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, EdCIL may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

g. The bidders will bear all costs associated with the preparation and submission of their bids. EdCIL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tender process.

h. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Section-10: Opening of Bids

10.1 The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the bid opening sessions on 29.01.2019 at 4:00 PM. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for EdCIL, the Bids shall be opened at the same time and location on the next working day.

10.2 Opening - EMD

Prior to opening the EMD, EdCIL shall announce the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes, of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses. Subsequent to this, the EMD envelope will be opened. Bids not accompanied with the requisite EMD shall be returned/posted back to the bidders.

10.3 Opening of - Credential Bid

Credential bid (and credential bid modifications, if any) envelope of only those bidders, whose EMD is in order shall be opened in the same session. The bids will then be passed on to a duly constituted Tender Committee for evaluation.

10.4 Opening of Financial Bid:

Financial bids will be opened only for bidders, whose bids qualify the minimum score based on marking of credential bids.

Section-11: Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. If necessary, EdCIL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Section-12: Evaluation of bids**12.1 Evaluation of Credential Bid / Technical Bid.**

a) Bidder will be required to submit the Technical and Financial bid, in a sealed envelope; and the sealed envelope to be submitted addressed to Dy. Manager (Finance), EdCIL (India) Limited, EdCIL House, 18A, Sector 16A, Noida – 201301 (U.P). The Evaluation Committee intends to evaluate the Technical Bids, by applying the evaluation criteria as detailed below. Each responsive Bid shall be given a technical score under **QCBS selection criteria**.

12.2 Evaluation Criteria:

(a) The technically qualified Bidders shall make a detailed presentation to the Techno-Commercial Evaluation Committee in a Power Point Format (PPT) (duration of presentation is 20 minutes) for evaluation purposes. This presentation shall be made by eligible Bidders only at EdCIL (India) Limited, EdCIL House, 18A, Sector 16A, Noida – 201 301 (U.P).

b) The Technical Bids of the qualified Bidders shall be analysed and evaluated and the Technical Bid Marks (TPM) shall be assigned to the Bid of each Bidder. Details of evaluation parameters are as shown below:

No.	Particulars	Maximum Eligible Marks for evaluation								
1	Firm should have experience in the field of in Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertaking having turnover Rs 200 Crore or more in any two of last seven financial years. <table border="1" data-bbox="277 1482 1260 1623"> <thead> <tr> <th data-bbox="277 1482 1122 1518">Experience</th> <th data-bbox="1122 1482 1260 1518">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1518 1122 1554">More than or equal to 2 years</td> <td data-bbox="1122 1518 1260 1554">10</td> </tr> <tr> <td data-bbox="277 1554 1122 1589">More than 2 years to 5 years</td> <td data-bbox="1122 1554 1260 1589">15</td> </tr> <tr> <td data-bbox="277 1589 1122 1623">More than 5 years</td> <td data-bbox="1122 1589 1260 1623">20</td> </tr> </tbody> </table>	Experience	Marks	More than or equal to 2 years	10	More than 2 years to 5 years	15	More than 5 years	20	20
Experience	Marks									
More than or equal to 2 years	10									
More than 2 years to 5 years	15									
More than 5 years	20									

2	Firm should have turnover (Average Turnover of last three years)			20
		Turnover	Marks	
		More than or equal to 3 Crore but less than or equal to 4 Crore	10	
		More than 4 Crore but less than or equal to 5 Crore	15	
	More than 5 Crore	20		
3	The bidder should have 4 professionals with relevant qualifications like CA permanently employed/Paid assistant by them and 7 Partners.			15
		Turnover	Marks	
		More than 4 professionals & 7 Partners but less than or equal to 8 professionals & 10 Partners	5	
		More than 8 professionals & 10 Partners but less than or equal to 10 professionals & 15 Partners	10	
	More than 10 professionals & 15 Partners.	15		
4	The firm should experience of Internal/statutory audit with Govt.Company /PSU/Statutory Bodies in an Education sector during last five financial years.			15
		Experience	Marks	
		More than or equal to 1 but less than or equal to 3 year	5	
		More than 3 but less than or equal to 5 year	10	
	More than 5 year	15		
5	Bidders having office in Delhi/NCR			10
6	Presentation on Audit process and procedures			20
	Total			100

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

Technical Bid Marks (TPM) = $100 \times \text{Technical Bid under consideration} / \text{Highest Technical bid}$. The Bid shall be rejected if it does not achieve the minimum **technical marks of 65 (sixty-five)** out of maximum of 100 (one hundred) marks.

c) Evaluation of Financial Bids:

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

Financial Bid Marks (FPM) = 100 x Lowest Financial Bid / Financial Bid under consideration.

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

Final Evaluation

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

Weightage for the Technical Bid: 0.7

Weightage for the Financial Bid: 0.3

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

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

b) When deemed necessary, EdCIL may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.

c) Any effort by a bidder to influence EdCIL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.

d) EdCIL reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for EdCIL's action and without assigning any reasons.

12.2 Credential Evaluation

The credential bids will be evaluated by a Tender Committee. Bids, not satisfying the eligibility criteria will be rejected. tender committee will evaluate information submitted in **Annexure-A** as per Tender terms. On request from the tender committee, the bidders may have to submit additional information.

The tender committee may call the eligible bidders for a presentation of the work handled by them. The time limit, in which the bidders have to submit the additional information or present their work, will be decided by the tender committee and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

Section-13: Signing of contract

a. The successful Bidder shall execute a formal agreement with EdCIL within specified period from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Delhi of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder. Format as per Annexure-E

b. On written communication from EdCIL for having qualified for appointment the bidder will sign the contract (letter of appointment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. EdCIL reserves the right to extend the offer to the next eligible bidder.

c. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the EdCIL. In addition, EdCIL will be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

Section-14: Termination for Insolvency, Dissolution etc

EdCIL may at any time terminate the appointment by giving written notice to the Bidder without any compensation if the bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company/firm, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to EdCIL.

Section-15: Change of Name of the Firm

During the period of engagement if the bidder's name got changed due to acquisition, amalgamation etc., bidder must inform EdCIL with all required documents within one month of its name change. EdCIL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

Section-16: Termination for Convenience

EdCIL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for EdCIL convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

Section-17: No Claim Certificate

The bidder will not be entitled to make any claim, whatsoever, against EdCIL under or by virtue of or arising out of this contract nor will EdCIL entertain or consider any such claim for the jobs accepted after completion of Audit.

Section-18: Suspension

EdCIL may by a written notice of suspension, suspend all payments to the bidder under the contract, if the bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

a. will specify the nature of the failure and

b. will request the bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Section-19: Confidentiality

The Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of EdCIL or its clients without the prior written consent of EdCIL.

Section-20: SECURITY

a. The agency or its deployed personnel, by virtue of working on EDCIL, can't claim any rights on the work performed by them. EDCIL will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

b. The agency will ensure that no information shall be leaked out about the software, hardware, including Electronic form or otherwise, by the manpower posted by them.

Section-21: Termination for Insolvency & Default

21.1 Termination for Insolvency

EdCIL may at any time terminate the work order / contract by giving written notice of four weeks to the appointed firm, without any compensation to the said firm, if the said firm becomes bankrupt or otherwise insolvent.

21.2 Termination for Default

a. Default is said to have occurred

i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by EdCIL.

ii. If the agency fails to perform any other obligation(s) under the contract / work order.

b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from EdCIL (or takes longer period in spite of what EdCIL may authorize in writing), EdCIL may terminate the contract / work order in whole or in part. In addition to above, EdCIL may at its discretion also take the following actions.

c. EdCIL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other firm and the defaulting firm will be liable to compensate EDCIL for any extra expenditure involved towards support service to complete the scope of work totally.

EdCIL has full right on all the document related to assignment carried out for EdCIL. The same may be asked by EdCIL at any time from the bidder and it will be the duty of bidder to return all such document to EdCIL.

Section 22: Review of Progress of allotted work

22.1 Review of progress of work

EdCIL will monitor the progress of work very closely and will have the right to terminate the contract, in case of non-satisfaction or non-performance or for non-completion of work within the stipulated time.

Supervise the progress of work until its full completion. Bidder will ensure that the assigned job is completed as per the schedules given in the work order.

22.2 Penalty for delays

This assignment will have a definite date of completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Delays on account of the bidder will attract a penalty of 0.5% (point five percent) per day of the total value of work subject to maximum of 10% of the value of work for delay beyond 30 days. **EdCIL will be free to get the job done from an alternate source at the risk and cost of the defaulting bidder.**

Section 23: Payment Terms

a. Quarterly payments will be released against pre-receipted bills in the name of EdCIL (India) Ltd. accompanied with necessary documents of deliverables as per Part-5 section-3. Payment will be made within 30 days of submission of complete documents.

b. GST, as applicable, will be paid extra on actual basis

e. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

Section 24: General Terms and Conditions

a. The bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then EdCIL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the contract for default.

b. EdCIL may by written notice sent to the bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for EdCIL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. EdCIL reserves the right to cancel the remaining part and pay to an agreed amount for partially completed Services.

c. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with EdCIL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.

d. All bidders automatically agree with EdCIL for honoring all aspects of fair trade practices in executing the work orders placed by EdCIL.

e. The bidder will be responsible for any damage to equipment's, property and third-party liabilities caused by acts on part of its deployed person at EdCIL/User's premises.

f. The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems

g. Intellectual Property Rights: The Bidder will indemnify EdCIL of any infringement of third party rights be they under the Patents Act.

Section 25: Force Majeure

Force majeure shall mean –

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionizing radiation, or contamination by radioactive activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.

Section 26: Arbitration and Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman and Managing Director, EdCIL Corporation of India Limited, 143, Sector 44 Gurgaon Haryana. The place of arbitration shall be Gurgaon and the language used shall be English.

Section 27: Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Credential Bid Form**Annexure – A**

To,
 Dy. Manager Finance
 EdCIL (India) Ltd
 Plot 18, Sector 16, Noida 201301

S.No	Item	Supporting Evidence
1	The CA Firm should be empanelled with CAG	Attach documentary evidence
2	The CA Firm should possess 2 years of experience in the field of Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertakings having turnover of Rs 200 Crore or more in any two of last five financial years.	Attach copy of PO/LOA received from any such company along with audited P&L account of that company.
3	The bidder should have at least 4 professionals with relevant qualifications like CA permanently employed/Paid assistant by them and at least 7 Partners.	Attach ICAI Constitution Certificate generated online from The Institute of Chartered Accountants of India /Relevant documents.
4	Firm should have minimum turnover of Rs. 3 Crore Average Turnover of last three years (FY15-16,FY16-17,FY17-18)	Attach audited P&L account of the firm.
5	The firm should have office in Delhi & NCR	Attach documentary evidence
6	The firm should have minimum one year experience of Internal/statutory audit with Govt.Company /PSU/Statutory Bodies in an Education sector during any last five financial years. (FY13-14,FY14-15,FY15-16,FY16-17,FY17-18)	Attach copy of PO/LOA/appointment letter received from any such company/body.
7	The CA Firm's Certificate of practice should be issued by ICAI.	Attach documentary evidence
8	The CA Firm should not have been black listed by any PSU/Government Organization during the last three financial years,	Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm.

Annexure-B

EMD Payment details:

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch

Documents in support of the above may be furnished with page numbers indicated in the index.
Please use separate sheets wherever necessary.

Date:
Place:

Authorized Signatory:
Name:
SEAL

Name of the Bidder:

Annexure-C

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE BOND
(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

Bank Guarantee in lieu of Security Deposit/Performance Bank Guarantee

Ref No. FIN / SLT / IA / 2018-19/02

Date _____

To,

EdCIL (India) Ltd

EdCIL House,

Plot no-18 A, Sector-16A,

NOIDA-201301

Sir,

WHEREAS, _____ a company within the meaning of the Companies Act, 2013/ a Partnership/Proprietor firm having its registered office/principal place of business/ place of business at _____ (hereinafter called "the Tenderer") have been called upon to furnish Bank Guarantee.

AND WHEREAS, We _____ Bank have, at the request of the Tenderer, agreed to give you this guarantee as herein contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. twelve months from the date of submission of tender along with this guarantee or any extension thereof and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of Rs. _____ on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND

Page of.....

WE hereby further agree as follows:

(a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.

(b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer. FIN / SLT / IA&GST/ 2018-19/02 **APPOINTMENT OF CHARTERED ACCOUNTANT FIRM AS INTERNAL AUDITOR OF EDCIL (INDIA) LTD.**

(c) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.

(d) That the expressions "the Tenderer" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns. (e) Capitalized terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

Annexure-D

OFFER LETTER

To

EdCIL (India) Ltd
EdCIL House,
Plot no-18 A, Sector-16A,
NOIDA-201301

Subject: - Appointment Internal Audit for its Corporate Office at Noida and its Regional offices at New Delhi.

I/We _____ (*kindly mention PAN No, Date of Constitution of firm and ICAI firm registration number-Mandatory*) have read the various conditions detailed in Tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide services of Internal Auditors at the rates quoted in the annexure G and hereby bind myself/ourselves to complete the work within the prescribed period as mentioned in LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services as per the Standards prescribed by the ICAI/ICWAI.

A sum of **Rs. 20,000/- as an Account Payee Demand Draft in favour of EdCIL (India) Ltd. No. _____ dt. _____ issued by _____** is herewith forwarded as "Earnest Money" & TENDER cost. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **7 days** after receipt of call to sign Contract Agreement.

SIGNATURE OF Bidders
Date:
Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

Proforma of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name)

Agreement No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the ____ day of _____ 2019, between, EDCIL (India) Limited (hereinafter called the "EDCIL" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____ (hereinafter called the "Chartered Accountant firm" which expression shall include their respective successors and permitted assigns).

WHEREAS

a. EDCIL issued a tender **FIN / SLT / IA/ 2018-19/02 for Appointment of Chartered Accountant Firm / Practicing Chartered Accountant to undertake work of Internal Audit for its Corporate Office at Noida and its Branch offices at Barakhamba Rd. New Delhi. (Two-Packet System)** (hereinafter called the "Chartered Accountant firm")

b. The Chartered Accountant firm submitted its proposals for the aforesaid work, whereby the Chartered Accountant firm represented to EDCIL that it had the required professional skills, and in the said proposals the Chartered Accountant firm also agreed to provide the Services to EDCIL on the terms and conditions as set forth in the tender and this Agreement; and

c. EDCIL, on acceptance of the aforesaid proposals of the Chartered Accountant firm, awarded the work of Internal Audit to the Chartered Accountant firm vide its Letter of Award dated _____ (the "LOA"); and

d. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Scope of work and deliverables: The scope of work shall be as per details given under clause "Scope of Work" in tender document.

2. Time Schedule and Terms of Payment:

I. The payments shall be released as per clause "Time Schedule and Terms of Payments" in tender document. The payment will be made after receipt of bill and on acceptance of the work by EDCIL.

II. While making the payment, statutory deductions as applicable, shall be made by EDCIL.

III. EDCIL will make the payment through e-mode only to Chartered Accountant firm's Bank account as per e-payment details submitted in the tender document.

3. Commencement and Completion

A. Effective date of Agreement: This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date"). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.

B. Commencement of Services: The Chartered Accountant firm shall commence the Internal audit within a period of 6 (seven) days from the date of Letter of Award (LOA), unless otherwise agreed by EDCIL.

C. Completion of Services: The time schedule for completion of various elements of services will be as given as per clause "Time Schedule and Terms of Payments" in tender document.

4. Confidentiality

a) Chartered Accountant firm shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc. given to him by EDCIL without the prior written consent of EDCIL.

b) Chartered Accountant firm further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Chartered Accountant firm shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety) days from the delivery

of the final deliverable as per clause "Time Schedule and Terms of Payments" in tender document.

6. Termination of Agreement

A. By EDCIL

a. EDCIL reserves the right to terminate the contract on occurrence of any of the following events:

i. Any document, information, data or statement submitted by the Chartered Accountant firm in its Proposals, based on which the Chartered Accountant firm was considered eligible or successful, is found to be false, incorrect or misleading;

ii. The Chartered Accountant firm fails to commence services as required under this agreement.

iii. The Chartered Accountant firm fails to complete any of the required services as per the tender due to which EDCIL fails to meet statutory time limit for finalization of monthly / quarterly/annual returns, statements, adjustments etc.

iv. EDCIL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

A written notice of not less than 30 days should be given before such termination.

B. By the Chartered Accountant firm

a. The Chartered Accountant firm may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:

i. EDCIL fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (Forty Five) days after receiving written notice from the Consultant that such payment is overdue;

ii. EDCIL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Fourty Five) days after receiving written notice from the Consultant.

6. Liabilities:

Without prejudice to any express provision of this contract, Chartered Accountant firm shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Chartered Accountant firm shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of

the provisional acceptance certificate of the contract. The amount of liability will be limited to 10% of the contract value.

8. Force Majeure:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of implementation of GST), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the Chartered Accountant firm for not performing their obligations under the Contract.

9. Settlement of Disputes

A. Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

B. Dispute resolution

i. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

ii. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably within thirty (30) days of notice. After the expiry of said period of notice of dispute without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

10. Arbitration

a. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of EDCIL Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be New Delhi.

b. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered
for and on behalf of
M/s _____

Signed and Delivered
for and on behalf of
M/s EdCIL (India) Ltd

(Authorised Signatory)

(Authorised Signatory)

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Annexure-F

S. No	Compliance statement	Section No & Clause No	Compliance (Yes/No)
<u>1</u>			
<u>2</u>			
<u>3</u>			
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<u>26</u>			
<u>27</u>			

FINANCIAL BID

Annexure G

<p>EDCIL/Finance/New/02 EDCIL (INDIA) LIMITED (A Govt. of India Undertaking) Plot 18A,SECTOR 16A NOIDA, UP - 201301</p> <p>Open Tender: FIN / SLT / IA/ 2018-19/02 for Appointment of Chartered Accountant Firm / Practicing Chartered Accountant to undertake work of Internal Audit for its Corporate Office at Noida and its Branch offices at Barakhamba Rd. New Delhi. (Two-Packet System)</p>

Bidders are required to quote their fee region wise in the below mentioned format. The same auditor shall be appointed for next half year on the same terms and condition, subject to their performance in the internal audit of previous period.

Particulars	Fee 2018-19	fee 2019-20	Total
	A	B	C=A+B
Internal Audit Fee (Corporate Office Noida and TSG office New Delhi)			
Total			

Note : The fee is required to be quoted exclusive of GST.

Selection will be made on the basis of total cost as per Column C.

Your firm is hereby requested to please offer sealed quotation in the format as mentioned above for the scope of work as per credential.

As per the terms and condition, audit will be awarded for 2 years on yearly basis. In case of extension for the FY 2020-21, rates for 2019-20 will be applicable.
