



ISO 9001:2000 & 14001:2004 Certified

EdCIL (India) Limited

**EdCIL House, Plot No.18A, Sector.16A,
Noida (U.P) – 201301**

Regd. Office: 5th Floor, Vijaya Building, Barakhamba Road, New Delhi-110001

CIN: U74899DL1981GOI011882

Open Tender No: FIN / OT / IA/ 2021-22

Date 17.09.2021

Notice Inviting Tender
(e-Tendering mode)

Open E- tender for Inviting bids for Appointment of Chartered Accountant Firm 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 08.10.2021 at 04:00 PM

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

NOTICE INVITING TENDER

Open e -Tender No: FIN / OT / IA/ 2021-22

EdCIL (India) Ltd. invites E tender (Two Packet System), from reputed Chartered Accountants Firm for appointment of Internal Auditor 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 to undertake work of Internal Audit.
B)	Downloading of Tender Documents from EdCIL's website	Date 17.09.2021
C)	Pre-Bid Query/ meeting	Date 30.09.2021 (11:00 AM) Bid queries received later than the date and time as mentioned above shall not be entertained. Pre-bid queries should be emailed to tarunsingh@edcil.co.in as per format specified at page no 9. Meeting will held on Date 30.09.2021 (11:00 AM) on Online at webex link https://studyinindia.webex.com/studyinindia/j.php?MTID=m42a18987cf825f9cda06d10afbb94772
D)	Last date for Submission of Bid's documents	Date 08.10.2021 (3:30 PM)
E)	Opening of Technical Bid's	Date 08.10.2021 (4:00 PM)
F)	Opening of Financial Bid	Technical Qualified bidders would be informed separately
G)	Cost of Bid Document	"NIL"
H)	Earnest Money (EMD)	Rs.10,000/- (In form of Demand Draft) Scanned copy to be uploaded with documents and original DD shall be submitted as per the instruction to bidders. MSME Firm Exempted on submission of Valid MSME Certificate.
I)	Mode of Selection	Open Tender two packet on QCBS system

J)	Performance Bank Guarantee (PBG)	10% of the total work value and required to be submitted within 15 days from the date of issue of LOA.
K)	No. of Covers	02 (Two Packet)
The Bank Draft will be in favor of EdCIL (India) Limited. Payable at Noida.		

1. Tender Notice and tender Document are also available at EdCIL's website. Interested bidders must register themselves at e-Tender Portal before submission of their bid and advised to go through instructions provided at "Instructions to Bidders for e-tendering."
2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- tendering Portal).
3. Bidders are advised to visit the EdCIL (India) Limited website regularly for getting any new information related to the Tender. Reply to Pre-Bid queries, Corrigendum and addendum shall be displayed on EdCIL (India) Limited website/e-tendering website (<http://www.tenderwizard.com/EDCIL>). The Pre-Bid queries, Corrigendum/addendum are the part of Tender documents and Bidders are supposed to upload them with the Tender document. All the documents must be duly signed and stamped by the authorized signatory.

Tarun Singh
Dy. Manager Finance
EdCIL (India) Limited

Section 1 - Instruction to Bidders for E-Tendering

1. Offline Document Submissions:

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at EdCIL's corporate office before due date and time of online Tender opening.

- a) EMD in the form of Demand Draft.
- b) Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm that CA Firm should not have been blacklisted/debarred by any PSU/Government Organization during the last three financial years.

The envelope shall bear the Tender Number and the words **'DO NOT OPEN BEFORE'** (due date & time).

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

Tarun Singh
Deputy Manager Finance
EdCIL (India) Ltd.
(A Govt. of India Undertaking, Ministry of Education)
EdCIL House, Plot No.18A, Sector.16A,
Noida (U.P) – 201301

2. Online Document Submissions:

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

Envelope – 1			
S. No	Documents	Content	File Type
1.	Technical Bid	CAG Empanelment Letter	Pdf
2.		ICAI Constitution Certificate	Pdf
3.		Audited Profit & Loss for FY 2017-18, FY 2018-19 & FY 2019-20	Pdf
4.		PO/LOA/Work Order Copy possess 2 years of experience in the field of in Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertakings having turnover of Rs 300 Crore or more in any two of last five financial years (FY 2019-20, FY 2018-19, FY 2017-18, FY 2016-17 and FY 2015-16).	Pdf
5.		PO/LOA/Work Order received from any such entity for conducting either statutory audits or internal audits of two Consultancy Autonomous Bodies/Statutory Bodies/PSU's with minimum annual turnover of Rs. 500 Crore each during FY 15-16 to FY 2019-20.	Pdf
6.		ICAI Constitution Certificate containing at least 8 professionals with relevant qualifications like Chartered	Pdf

		Accountant/Cost Accountant permanently employed/Paid assistant by them and at least 4 Partners.	
7.		Documentary evidence certified that firm have office in Delhi & NCR.	Pdf
8.		Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm that CA Firm should not have been blacklisted/debarred by any PSU/Government Organization during the last three financial years	Pdf
9.		DISA/CISA qualified Certificate	Pdf
10.		PAN and GST Certificate	Pdf
Envelope – 2			
1.	Financial Bid	As per financial bid documents	Pdf

3. Instructions for Online Bid Submission:

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

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

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

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

V. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website.

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

VII. It is mandatory for the bidders to get their firm/company registered with e-procurement portal of EdCIL (INDIA) LIMITED, i.e., www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charge for one year amounting to Rs. 2,000/-

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

- a) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e., KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- b) Bidders are advised to change the password immediately on receipt of activation mail.
- c) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

VIII. Submit your bid's well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.

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

X. Vendors/firms/agency are requested to contact at Tender wizard Helpdesk for any information regarding E- tendering / training.

a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-40482100/9964074577/9650520101.

b) For any further query related to Training Session, tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.

Telephone: 080-40482100/9650520101/9964074577 or

Write us mail on Email Id:

- harishkumar.kb@etenderwizard.com ,
- ratan.thakur@etenderwizard.com ,
- varun.b@etenderwizard.com ,

c) **SEARCHING FOR TENDER DOCUMENTS**

I. There are various search options built in the Tender Wizard E-Tendering Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the Tender Wizard E-Tendering Portal.

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

III. The bidder should make a note of the unique Tender ID/ Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/help from the Help desk.

4. PREPARATION OF BIDS

i. Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.

ii. Please go through the Tender Notice and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/ schedule and generally, they can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

5. SUBMISSION OF BIDS

I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e., on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

III. Bidder has to pay EMD as applicable through demand draft as per Tender condition in favour of "EdCIL (India) Ltd" payable at Noida and enter details of the instruments. Original copies of demand draft for EMD are required to be submitted.

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

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

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

6. ASSISTANCE TO BIDDERS

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

Telephone/ Mobile	080-40482100/9964074577/9650520101
E-mail ID	harishkumar.kb@etenderwizard.com , ratana.thakur@etenderwizard.com & varun.b@etenderwizard.com with copy to: eprocare@edcil.co.in & tarunsingh@edcil.co.in

7. MINIMUM REQUIREMENTS AT BIDDER'S END

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

Section-2: Preamble

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

1. SCOPE OF WORK:

- i. To undertake work of internal audit as mentioned in section 4 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.
- ii. The duration of 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/PRE-BID QUERY: The written queries/ clarifications be sent to the EdCIL office by Date 30.09.2021 (before 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] 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 3: Introduction of EdCIL

INTRODUCTION

EdCIL India Ltd., a Mini Ratna CPSE is a 100% government owned central public sector enterprise under the administrative control of Ministry of Education, Government of India. The Company is a “Mini Ratna-Category-I, CPSE” and an ISO 9001 certified organization. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) under Ministry of Education to serve the education sector. The company has been offering project management and consultancy services in all areas of education and human resource development in India and abroad during the last three decades.

With the increase in the allocated budget to education sector announcement of digital education initiative NMEICT (including SWAYAM) to promote virtual courses and education and skills development using technology, new avenues have opened up for the Company’s Digital education services. Even higher spend in ICT by State Govt. and Public Institutions open up greater opportunities for the company. While the country undertakes a transnational journey, the company also finds itself at the cusp of high growth for which the initial turnover growth journey has already begun.

Domestic Business

(i) Online Testing & Assessment Services (OTAS)

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offering online recruitment solutions to bring in higher transparency and efficiency to the system. Presently, this is the biggest vertical of EdCIL after DES in the FY 19-20 which has during the year received overwhelming market response. The clients include Central and State Govts, large PSUs and Autonomous bodies etc. The vertical organizes online recruitment tests across multiple segments of employees covering varied sectors of the economy. Being a PSU targeted towards meeting educational needs, the company focuses on organizing online examinations for recruitment of teachers & principals as a specialized service. The Company has rendered critical online recruitment services to organizations covering varied sectors such as Education, Coal, transportation, Labour and Civil Aviation.

(ii) Advisory Services (AS)

Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization Restructuring (sectoral / institutional)
- Improving Operational Efficiency
- Digitization Planning
- Training Designing
- Impact Assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design
- HR studies
- Scheme evaluation

- Impact studies on CSR projects

The Company renders education consulting services for both green field and brown field projects

(iii) Digital Education Systems (DES)

Digital Education is making its way into the education system of India rapidly and is taking the place of traditional classroom training. Technology driven education mechanisms offer flexible anytime, anywhere learning Paradigms. Digital Education puts the learner at the centre of the ecosystem and empower him or her to structure individual paths keeping in mind the final outcome. EdCIL (India) Ltd. accordingly focuses on all emerging technologies by providing high-impact and scalable solutions to education eco-system. Key services are provided as part of the Digital Education System are:

- Next-Gen Digital Classrooms
- Competency based learning and assessment system
- Wi-Fi and network Solutions
- Digital Interactive Board
- Management Information System for Schools
- Virtual Classrooms Solutions

Early Digital Learning Programme for Mauritius: With the Vision of ensuring “A Quality Education for all and a Human Resource Development base to transform Mauritius into an intelligent nation state in the vanguard of global progress and innovation” the Ministry of Education and Human Resources (MOEHR), and the Ministry of information and Communication Technology (MICT), Republic of Mauritius implemented the project of providing Tablet Computers to students and Educators in Mauritius. Under the three phases of the Project 52,480 e-tablets duly supported by LMS and along with other IT devices have been provided to students of grade 1, 2, 3 & 4 in Mauritius at a project cost of USD 23.61 million. The Tablet Computer provides access to internet resources for enhanced Educator-student and student-student interactions.

EdCIL followed a phase-wise implementation of the project which included an initial study of requirements, followed by the selection of the reputed agency for the supply of state of the art digital tablets loaded with relevant localized content to provide the best outcome. NextGen Digital Classrooms: The Company recognizes a massive market opportunity to equip schools with technology and other teaching learning resources and capacity building of teachers to leverage IT to improve quality of education in schools. The gaps in educational quality can be effectively bridged through an integrated and mass marketed school improvement programme incorporating a blend of technology infrastructure and varied teaching learning methodologies. A variety of technology tools, techniques, e-content and resources need to be incorporated for comprehensive development of students and teachers especially in areas where IT exposure to students and teachers is minimal.

The following are targeted to be the main goals of the Holistic Education Solution:

- ICT Enabled learning to boost up the rural education system
- To make education more interactive with new technology and other resources

- To enable access to quality education through provision of teaching learning tools
- To enhance the learning environment and create capacities among stakeholders
- To encourage a culture of paperless learning and moving towards digitalization
- To improve educational outcomes.

(iv) Education Infrastructure Services (EIS)

Following key services are provided by the vertical covering educational infrastructure management (turnkey execution and project management consultancy) services

- Concept Design
- Detailed Drawings
- Detailed Project Report & estimate with Bill of Material
- Construction Schedule / Procurement Plan
- RFP documents
- RFP Process Management
- Project construction monitoring
- Incident monitoring
- Modifications in schedule
- Quality Assurance and Control
- Billing and Payments
- Getting Completion / Occupancy Certificates from Statutory Authorities
- Final Project Completion Report with Expense Analysis.

(v) Education Procurement Services (EPS)

The Company assists in the capacity building of educational and training institutions in India and abroad through procurement of educational aid ranging from IT equipment's to hi-tech laboratory equipment's. We have been providing procurement services on turnkey basis meeting the client requirements by facilitating optimal utilization of client resources. Leveraging three decades of experience in domestic and overseas sector, following key services are provided by the vertical as part of the Procurement Services focusing on maximizing TCO in educational and human resource development space:

- Educational Product research
- Vendor empanelment
- Demand Aggregation
- Development of Sourcing Strategy
- E-Tendering
- Bid Analysis
- Finalization of contract
- Order Placement
- Monitoring receipt of shipment including Quality check at client site
- Annual maintenance services

(vi) Technical Support Group (TSG)

This is EdCIL's project management and logistical support vertical (also known as Technical Support Group –TSG) to extend operational support to MOE in implementing several Mega Pan-India projects. The company provides Logistic Support for national level implementation of prestigious social sector projects of Government of India and International Funding Agencies. The services include:

- Logistical support to various large MOE schemes (e.g., SSA, MDM, RUSA and RMSA)
- Outsourcing of consultants etc.
- Event management support
- Procurement services
- Transportation support.

Overseas Business

(vii) Overseas Education Services (OES)

Overseas Student Placement is one of the core services of the Company. The objective is to place International/ NRIs /PIO students in reputed and accredited Indian Institutions. The Company has been designated by the Ministry of Education, Government of India as the exclusive “Coordinating agency and Single Window facility” for the direct admission of eligible Foreign Nationals / Persons of Indian Origin (PIOs) / Non-Resident Indians (NRIs) to Undergraduate, Postgraduate and Research programs. The Company places International/PIO/NRI students in more than 150 associated/ MoU institutions which have accreditations by regulatory bodies like UGC, NAAC, NBA, MCI etc. Based on strong MEA/MOE endorsement within India, client confidence and alliances gained globally over three decades, the vertical executes sponsored and aggregated inbound overseas student admissions and faculty hiring and also effectively meets the individual needs of inbound students wanting to study in India. The company presently executes aggregated student placement of about 3000 students from Afghanistan, Nepal and Bhutan. The vertical focuses on high potential target markets covering mostly SAARC, Middle East and African nations. The following services are specifically offered:

- Placement of Overseas Students in accredited Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes
- Student/faculty exchanges
- All other Project management and consulting services extended in domestic sector

(viii) Study In India Campaign

The New Education Policy focuses on Internationalization of education. It is pivotal to India's aspiration to grow as a strategic global force in the near future. The goal of NEP aligns with the goals of the Study in India programme of MOE which is being implemented by EdCIL since 2018. EdCIL has been best positioned to function as the Ministry of Education (MOE) partner from design to implementation of the programme. We have a website called www.studyinindia.gov.in duly supported by a call center coupled with systematic branding and social media activities. We have 100+ quality higher education institutions of the country identified on the basis of NAAC and NIRF rankings.

Section 4: Scope of Work

4.1 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: -

(A) Billing & Collection

- i. Check Compliances as per the Policy of company.
- ii. To check the sale of the company as per the policy to various customers/clients.
- iii. To review system for issuance of invoices/credit notes/debit notes.
- iv. To check the agreement between the Company and such parties and adherence to all the terms and conditions of the agreement.
- v. To check that adequate security coverage is taken as per the approved policy in this regard.
- vi. To review ageing schedule in respect of sundry debtors and inquire into old outstanding cases.
- vii. To review the system of internal control over collections.
- viii. Collection- Check internal control on collections and timely payment by the customers including review of action taken against defaulting customers.
- ix. To review the Business Opportunity.
- x. IFC Requirement- Check the compliance to control procedures against risks defined in IFC document and accordingly, provide suggestions on addition/ modification of risks and controls.

(B) Contracts & Procurement Procedure

- i. Check Compliances as per the Policy of company.
- ii. Pre-Tendering Activities- Check that adequate method for tendering has been selected and followed and procedure adopted for estimation of both quantity and value of purchase is as per policy.
- iii. Check for adequateness of procedure adopted for nomination and extension/repeat PO/Contracts and suggestion on discouraging these cases
- iv. Invitation of Bids- Check that process of invitation of bids, requisite qualification criteria, EMD collected is in line with the laid down procedure
- v. Evaluation of Bids- Check the compliance of systems and procedures for evaluation of bids, preparation of comparative statements and selection of bidder
- vi. Standard Clauses in Tender- Check that price variation clause, quantity variation clause and other relevant clauses are included in tender/rate contract/long term contracts
- vii. Change in Tender Clauses- Check for any changes made in clauses of the tender and whether necessary approval for the same is obtained.
- viii. L/C and Bank Guarantee- Check that establishing Letter of Credit (L/C) and bank guarantee taken is in line with the work order

- ix. Issue of Work Orders- Evaluate the process of invitation of bids and issue of work orders and assess the implementation of the same
- x. Processing of Bills- Review of system for processing, verification of contractor's bill for quality and quantity of work done and compliance with all terms of the Contract, including compliance of statutory requirements, and systems of authorization thereof
- xi. Final Payments- Check that payments including full and final settlement are released after due approval by the concerned authority and in compliance with all terms of the Purchase Order, including the Penalty clauses (e.g., for delay, loss of material, etc.).
- xii. Vendor Evaluation- Check for vendor evaluation and vendor empanelment procedure including blacklisting of vendors. Assess the efficacy of existing procedure in developing a system of quality vendor and feed the same into design of future contract conditions to encourage good quality vendors, influence the vendor market by breaking their monopoly/oligopoly, vendor development and vendor feedback system.
- xiii. Asses the efficacy of existing systems and procedures with respect to making cost effective purchases.
- xiv. Internal Financial Controls Compliance- Check the compliances to control procedures against risks defined in SOPGEN/ IFC document and accordingly, provide suggestions on addition/ modification of risks and controls.

(C) Information Technology

- i. Check Compliances as per the Policy of company.
- ii. IT Assets- Review the adequacy and appropriateness of procurement of IT Asset, issue and consumption, checking of reconciliation and physical verification records of same.
- iii. Assets Utilization- Review of utilization of assets including software.
- iv. Software Up-gradation- Review of expenses incurred for Up-gradation Process of Software.
- v. Complaint Management- Check the system for Complaint management
- vi. IT Policies- Check compliance of IT Policies
- vii. IFC Requirement- Check the compliance to control procedures against risks defined in IFC document and accordingly, provide suggestions on addition/ modification of risks and controls.

(D) Human Resource and Administration

- i. Check Compliances as per the Policy of company.
- ii. Recruitment, Promotions and Transfers- Check that Recruitment, promotions and transfers are made as per defined policies & process, and after due approval.
- iii. Attendance and Leave Records- Ensure maintenance of attendance recording and reconciliation of same with authorized leaves.
- iv. Employee Master Data- Validate employee master data and check for any un-authorized modifications in the same.
- v. Payments and Deductions- Check the computation and disbursement of salary, allowances (like HRA), re-imbursement (like conveyance, out of pocket, etc.), profit sharing and deductions like PF, ESI, NPS, TDS, etc. and other deductions for the advances for Leased Accommodation and Medi-claim Policy.
- vi. Performance Appraisal- Ensure the compliance of performance appraisal mechanism including timely definition of KRAs/KPIs and review of the same as per the policy.
- vii. Increment and Pay revision- Ensure that pay revision and increment has been implemented correctly

- viii. Exit Compliance- Ensure compliances of policies in case of retirement/ termination including checking of retirement/ termination dues
- ix. Outsourced Services- Check controls over outsourced services including tendering, award of PO, bill processing, statutory compliances and attendance records.
- x. Statutory Compliances- Ensure statutory compliances of Labor Laws and Factories Act.
- xi. Training - Check the process of employee training need identification, training feedbacks and effectiveness assessment, annual training calendar and its compliance.
- xii. Issue of Order and Processing of Bills- Check controls over issue of Work/ Purchase Order and processing of billing including compliance of contractual terms for trainings, employee benefit activities and other requisitions made by the HR department.
- xiii. Review of vehicle request and utilization through HR (Approval, purpose of use, running kilometer, utilization of GPS) and payments.
- xiv. Review of payments made towards rented & leased properties.
- xv. To check the compliance of various statutory laws by operators' viz. Provident Fund (PF), Employee State Insurance (ESI), Bonus, etc.
- xvi. IFC Requirement- Check the compliance to control procedures against risks defined in ORM/ IFC document and accordingly, provide suggestions on addition/ modification of risks and controls.

(E) Finance and Accounts

- 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).
- ii. Provisioning of Expenses- Check the correctness of provisions for expenses against the actual expenses booked.
- iii. Assets Capitalization- Review of Asset records, capitalization and de-capitalization of assets w.r.t. correctness, completeness, timeliness
- iv. Invoice Processing- Review the compliance of Bill Watch System, timely processing of vendor invoices and payment thereof including payments made without PO.
- v. Cash and Bank Management- Conduct physical verification of cash on surprise basis, review bank reconciliation and clearance of pending items and authorization for operating bank accounts.
- vi. LC and Bank Guarantees- Review of open Letter of Credit and Bank Guarantees.
- vii. Payment of Statutory Dues- Check payment of statutory dues (TDS, Excise, VAT, etc.) w.r.t. correctness of amount and timeliness.
- viii. Insurance- Review procedure to ensure adequate insurance coverage of all risks.
- ix. AS Compliance and its disclosure requirements.
- x. 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.
- 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. Segregation of Duties- Check proper segregation of duties.
- xiii. Internal Financial Controls Compliance- Check the compliances to control procedures against risks defined in IFC document and accordingly, provide suggestions on addition/ modification of risks and controls.

Schedule of Internal Audit Scope of Work Quarter Wise

S.No.	Particulars	Quarter I	Quarter II	Quarter III	Quarter IV
1 & 2	Billing & Collection and Contracts & Procurement Procedure				
	-Online Testing & Assessment Services (OTAS)	-	✓	-	✓
	-Digital Education Systems (DES)	-	-	✓	✓
	-Education Infrastructure Services (EIS) & Education Procurement Services (EPS)	✓	-	-	✓
	-Advisory Services (AS)	✓	-	-	✓
	-Technical Support Group (TSG)	✓	-	-	✓
	-Overseas Education Services (OES)	✓	-	-	✓
	-Study In India	✓	-	-	✓
3	Information Technology	-	✓	✓	-
4	Human Resource and Administration	-	✓	✓	-
5	Finance and Accounts (HO & Branch)	✓	✓	✓	✓

Part-2 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/Cost 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 duly signed and stamped hard copy of Audit Report along with the Action taken report against bill.
- VIII. No TA/DA or out of pocket expenses will be reimbursable for visiting any of the office of EdCIL.

Part-3

Deliverables- Quarterly report in PDF format and hard signed copies needs to be submitted as below, within 30 days from end of the quarter.

(A) Report will contain the following details: -

i. Party wise/ expenditure wise details 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.
- (c) Confirmation of Input Credit availed and utilized- Month wise.
- (d) Party wise details of input Credit not availed.

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

vi. A total list of works/Tender finalized/awarded during the half year- whether all the conditions of LOA are being followed or not.

vii. List of Bank Guarantee received/issued during the half year along with their value, name of party and validity.

viii. Remarks on compliance of AS, Interpretations, relevant guidance notes, and Auditing Standards issued by ICAI.

ix. Remarks on short deduction/non-deduction of tax on payments/provisions.

x. Employee wise details of outstanding with ageing.

xi. Irregularities of serious nature transactions noticed during audit through a special report.

xii. Suggestion for system improvement and further strengthening of internal control procedure.

xiii. Presentation of internal audit report before the Audit Committee of the Company.

xiv. Explanation of items reported in internal audit before the Audit Committee.

xv. Suggestion for system improvement.

xvi. Wherever deficiency is noticed, Internal Auditor shall ensure corrective actions for removal of deficiencies.

xvii. Specific report as defined in part 4 above.

xviii. Physical verification of all the fixed assets of the company at the year end.

(B) Any other report as desired by the management.

Section 5: Eligibility Criteria

Mandatory Eligibility Conditions for participation in Tender are as below. Bidder must satisfy all these conditions, 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.	Particulars	Supporting Documents
1	The CA Firm should be empanelled with CAG	Attach documentary evidence
2	The Audit Firms shall be in existence for a minimum period of five years and have Annual Turnover of audit firm shall be at least Rupees fifty lakh (Rs. 50,00,000/-). For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years (FY 2017-18, FY 2018-19 & FY 2019-20) shall be considered.	(i) Attached ICAI Constitution Certificate. (ii) Attached Audited Profit & Loss for FY 2017-18, FY 2018-19 & FY 2019-20
3	The CA Firm should possess 2 years of experience in the field of in Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertakings having turnover of Rs 300 Crore or more in any two of last five financial years (FY 2019-20, FY 2018-19, FY 2017-18, FY 2016-17 & FY 2015-16).	Attach copy of PO/LOA/Work Order received from any such company along with audited P&L account of that PSUs (CPSE environment)/ Government Undertaking.
4	The CA firm should have conducted either statutory audits or internal audits of two Consultancy Autonomous Bodies/Statutory Bodies/PSU's with minimum annual turnover of Rs. 500 Crore each during FY 15-16 to FY 2019-20.	Attach copy of PO/LOA/Work Order received from any such company along with audited P&L account two Consultancy Autonomous Bodies/Statutory Bodies/PSU's
5	The bidder should have at least 8 professionals with relevant qualifications like Chartered Accountant/Cost Accountant permanently employed/Paid assistant by them and at least 4 Partners.	Attach ICAI Constitution Certificate generated online from ICAI.
6	The firm should have office in Delhi & NCR	Attach documentary evidence
7	DISA/CISA qualified partner	Attach documentary evidence
8	The CA Firm should not have been debarred 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.
- 2) The Firms associated with EDCIL (India) limited during previous two financial years in the capacity of either Auditors or Consultants are not eligible to submit their bid.

Section 6: 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-7: Earnest Money Deposit (EMD)

a. The Bidders shall furnish a demand draft of Rs. 10,000/- 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. **Note:** Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD on the submission of valid NSIC/MSME certificate.

d. 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 Nationalized 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.

e. 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 online by the due date and time. The offers received after the due date and time will not be considered.

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. 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> & e-tendering website (<http://www.tenderwizard.com/EDCIL>) 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 Date 08.10.2021 (04:00 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 of - Technical Bid

Technical bid of only those bidders, whose EMD is in order shall be opened. 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 technical 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 online. 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 Technical Bids of the qualified Bidders shall be analyzed 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	Year of Establishment of the Audit Firm <table border="1" data-bbox="289 1255 1281 1402"> <thead> <tr> <th data-bbox="289 1255 1138 1291">Experience</th> <th data-bbox="1138 1255 1281 1291">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 1291 1138 1327">Minimum 5 years</td> <td data-bbox="1138 1291 1281 1327">4</td> </tr> <tr> <td data-bbox="289 1327 1138 1362">More than 5 years to 10 years</td> <td data-bbox="1138 1327 1281 1362">8</td> </tr> <tr> <td data-bbox="289 1362 1138 1398">More than 10 years</td> <td data-bbox="1138 1362 1281 1398">10</td> </tr> </tbody> </table>	Experience	Marks	Minimum 5 years	4	More than 5 years to 10 years	8	More than 10 years	10	10
Experience	Marks									
Minimum 5 years	4									
More than 5 years to 10 years	8									
More than 10 years	10									
2	Firm should have experience in the field of in Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertaking having turnover Rs 300 Crore or more in any two of last five financial years. <table border="1" data-bbox="289 1581 1281 1728"> <thead> <tr> <th data-bbox="289 1581 1138 1617">Experience</th> <th data-bbox="1138 1581 1281 1617">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 1617 1138 1652">More than or equal to 2 years</td> <td data-bbox="1138 1617 1281 1652">10</td> </tr> <tr> <td data-bbox="289 1652 1138 1688">More than 2 years to 5 years</td> <td data-bbox="1138 1652 1281 1688">15</td> </tr> <tr> <td data-bbox="289 1688 1138 1724">More than 5 years</td> <td data-bbox="1138 1688 1281 1724">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									

3	Firm should have turnover (Average Turnover of last three years)	20
	Turnover	Marks
	More than or equal to 50 Lakhs but less than or equal to 1 Crore	10
	More than 1 Crore but less than or equal to 5 Crore	15
	More than 5 Crore	20
4	The bidder should have 8 professionals with relevant qualifications like CA permanently employed/Paid assistant by them and 4 Partners.	20
	Turnover	Marks
	Minimum 8 professionals & 4 Partners	10
	More than 8 professionals & 4 Partners but less than or equal to 14 professionals & 7 Partners	15
	More than 14 professionals & 7 Partners.	20
5	The firm should experience of Internal/statutory audit with two Consultancy Autonomous Bodies/Statutory Bodies/PSU's with minimum annual turnover of Rs. 500 Crore each during FY 15-16 to FY 2019-20	20
	Experience	Marks
	Minimum 2 Consultancy Autonomous Bodies/Statutory Bodies/PSU's	10
	More than 2 Consultancy Autonomous Bodies/Statutory Bodies/PSU's but less than or equal to 4 Consultancy Autonomous Bodies/Statutory Bodies/PSU's	15
	More than 4 Consultancy Autonomous Bodies/Statutory Bodies/PSU's	20
6	DISA/CISA qualified partner (2 Point per Partner, Maximum 10 Points))	10
	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: 0.8

Weightage for the Financial Bid: 0.2

Combined Technical and Financial score, **(HPM) = TPM x 0.8 + FPM x 0.2**

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.

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 (GST will charged extra). **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-3 section-4**. 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.

h. During the process of evaluation of Proposals, EDCIL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed timeframe.

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 radioactivity 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.

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

S.No.	Particulars	Supporting Documents
1	CAG Empanelment Letter	Attached Documentary Evidence
2	The Audit Firms shall be in existence for a minimum period of five years and have Annual Turnover of audit firm shall be at least Rupees fifty lakh (Rs. 50,00,000/-). For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years (FY 2017-18, FY 2018-19 & FY 2019-20) shall be considered.	(i) Attached ICAI Institute Constitution Certificate. (ii) Attached Audited Profit & Loss for FY 2017-18, FY 2018-19 & FY 2019-20
3	The CA Firm should possess 2 years of experience in the field of in Internal / statutory Audit, in PSUs (CPSE environment)/ Government Undertakings having turnover of Rs 300 Crore or more in any two of last five financial years (FY 2019-20, FY 2018-19, FY 2017-18, FY 2016-17 & FY 2015-16).	Attach copy of PO/LOA/Work Order received from any such company along with audited P&L account of that PSUs (CPSE environment)/ Government Undertaking.
4	The CA firm should have conducted either statutory audits or internal audits of Consultancy Autonomous Bodies/Statutory Bodies/PSU's with minimum annual turnover of Rs. 50 Crore each during FY 15-16 to FY 2019-20.	Attach copy of PO/LOA/Work Order received from any such company along with audited P&L account Consultancy Autonomous Bodies/Statutory Bodies/PSU's
5	The bidder should have at least 8 professionals with relevant qualifications like Chartered Accountant/Cost Accountant permanently employed/Paid assistant by them and at least 4 Partners.	Attach ICAI Constitution Certificate generated online from ICAI.
6	The firm should have office in Delhi & NCR	Attach documentary evidence
7	The CA Firm should not have been debarred 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.
8	DISA & CISA Qualified Partner	Attach documentary evidence
9	PAN and GST Certificate	Supporting Documents

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:

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 / OT / IA / 2021-22

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 guarantees 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 / OT / IA / 2021-22 **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,

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.

A sum of **Rs. 10,000/- 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.

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 / OT / IA/ 2021-22 for Appointment of Chartered Accountant Firm 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:
 1. 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 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 exceeds 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 _____

(Authorised Signatory)

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

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

(Authorised Signatory)

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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FINANCIAL BID

Annexure G

EDCIL/ FIN / OT / IA / 2021-22 EDCIL (INDIA) LIMITED (A Govt. of India Undertaking) Plot 18A, SECTOR 16A NOIDA, UP - 201301 Open Tender: FIN / OT/ IA/ 2021-22 for Appointment of Chartered Accountant Firm to undertake work of Internal Audit for its Corporate Office at Noida and its Branch offices at Barakhamba Rd. New Delhi. (Two-Packet System)
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Bidder are required to quote their fee in the below mentioned format. The same Audit Firm shall be appointed for next year on the same terms and condition, subject to their performance in the internal audit of previous period.

Particulars	Fee 2021-22	Fee 2022-23	Total
	A	B	C=A+B
Internal Audit Fee (Corporate Office Noida and Branch 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 online 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 2023-24, rates for 2022-23 will be applicable.
