



# Bid Document

Request for Proposal (RFP)

from

Eligible CPSE's under GFR 133(3)

FOR

**Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida**

**NIT No.: EdCIL/EIS-EPS/PMC/2025/1**

**Dated: 24/05/2025**

## **EdCIL (India) Limited**

**(A "MINI RATNA" Govt. of India Enterprise)**

**"EdCIL House", Plot No.18A, Sector-16A, NOIDA – 201301 (UP), INDIA.**

**Tel: 0120-4156001-02,4154003, 2512004-06,**

**Fax: +91-120-2515372**

**This document is serially numbered from page number 01 to 64**

## **DISCLAIMER**

The information contained in this Tender document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon

the statements contained in this TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

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

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

## **ABBREVIATIONS**

BOQ	Bill of Quantity
CPSE	Central Public Sector Enterprise
CV	Curriculum Vitae
DD	Demand Draft
DPR	Detailed Project Report
DSC	Digital Signature Certificate
EdCIL	Educational Consultants India Limited
EIS	Educational Infrastructure Services
EMD	Earnest Money Deposit
EPS	Educational Procurement Services
FDR	Fixed Deposit Receipt
GOI	Government of India
ICT	Information and Communication Technology
ISO	International Standards Organisation
LLP	Limited Liability Partnership
LoA	Letter of Award
MoE	Ministry of Education
MSME	Micro, Small & Medium Enterprises
NIT	Notice Inviting Tender
PBG	Performance Bank Guarantee
PMC	Project Management Consultancy
PMSU	Project Management Support Unit
PQ	Pre-Qualification
PSU	Public Sector Undertaking
RFP	Request for Proposal
SOW	Scope of Work
TOE	Tender Opening Event

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## CHAPTER-1 : INTRODUCTION

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Education (MOE). It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only CPSE (Central Public Sector Enterprise) under the Ministry of Education to serve the education sector.

1. The company over its Four decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and large corporates.
2. EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Education like “Samagra Shiksha Abhiyan (SSA)”, “PM Poshan (PMP)”, “National Mission on Education through Information & Communication Technology (NMEICT)”, “Higher Education Statistics and Public Information System (HESPIS)”, “Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) etc.
3. EdCIL’s expertise is founded in the following areas:

**3.1. Educational Infrastructure Services (EIS):** EdCIL provides Educational Infrastructure Services (**Turnkey execution and Project Management Consultancy (PMC) from concept to commissioning**) services to the Educational Institutions.

**3.2. Educational Procurement Services (EPS):** EdCIL provides support & assistance in the **Procurement of educational aids** ranging from school kits to hi-tech laboratory equipment focusing on maximizing Total Cost of Ownership in educational and human resource development space.

**3.3. Advisory Services (AS):** EdCIL offers advisory services ranging from preparation of **Detailed Project Report (DPR)**, formulation for setting up of any Educational Institution, organizational restructuring, impact assessment studies and curriculum deigning etc. Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:

- Preparation of Concept notes & Detailed Project Reports (DPRs) (Greenfield and Brown field), for all domestic institutions across states and central ministries and for expansion of global institutions in select countries in South East Asia and the Middle East
- Organization Restructuring (sectoral/institutional)
- Improving Operational Efficiency



- Digitization Planning
- Training Design include teaching-learning resource development
- Impact assessment of two to three key schemes across different states
- Designing of new educational schemes

**3.4. Online Testing & Assessment Services:** EdCIL offers **online recruitment** services to various Government Departments/ Public Sector Undertakings, Educational Institutions in order to select and appoint executives for various organizations, on Pan-India Basis. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.

**3.5. Digital Education System (DES):** EdCIL has focused on all emerging areas of **IT/ICT** applications in the both **Schools and Higher education**, such as Wi-Fi and Network Solutions, ERP implementation, E-content preparation, Virtual Classrooms and Smart Campuses etc.

**3.6. Overseas Education Services (OES):** The following are the services specifically offered to high potential target markets covering mostly SAARC, Middle East and African nations:

- Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes.
- Student/faculty exchanges.

**3.7. Technical Support Group (TSG):** EDCIL provides project management services & support to extend operational support to Ministry of Education (MOE) in implementing several mission mode projects/ schemes in achieving the national objectives in the education spectrum.

**3.8. Study in India Programme:** MOE appointed EdCIL as executing agency for implementation of “Study in India”; the initiative aims to make India a preferred education hub for students all across the globe, by elevating its position in the global educational landscape.

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

#### **National**

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

### **Overseas**

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

5. EdCIL has executed several projects in above mentioned areas with international finance assistance viz., the World Bank, Asian Development Bank, African Development Bank and other International funding institutions.

## CHAPTER-2 NOTICE INVITING TENDER

(e-Tendering mode)

**EdCIL (INDIA) LIMITED**

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

SECTOR 16A, NOIDA

**NIT No.: EdCIL/EIS-EPS/PMC/2025/1**

**Dated: 24.05.2025**

EdCIL (India) Limited invites two packet open e-tender offers (on QCBS mode) for Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida as per details given below:

<b>Name of work</b>	Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida
<b>Name of Organization</b>	EdCIL (INDIA) LTD
<b>Tender Type (Open/ Limited/ EOI/ Auction/ Single)</b>	Open
<b>Tender Category (Services/ Goods/ works)</b>	Works
<b>Product Category (Civil/ Interior Works)</b>	Civil
<b>No. of Covers (1/2/3/4)</b>	02 (Two Packet)
<b>Bid Validity days (180/120/90/60/30)</b>	90 days (from the last date of bid submission)
<b>Site Details</b>	Plot No A-22, Plot Area : 4578 sqm, Sector-153, Noida, U.P
<b>Duration for Completion of Work</b>	Twenty-four (24) Months
<b>Defect Liability Period</b>	Two years from the date of successful Handing over of completed building
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR-Rs.)
<b>Date of Issue/ Publishing</b>	24/05/2025
<b>Document Download/ Sale Start Date</b>	24/05/2025

<b>Document Download/ Sale End Date</b>	16/06/2025 at 14:30 Hrs
<b>Date of Prebid Meeting</b>	02/06/2025 at 14:30 Hrs (Pre bid queries received after 17:00 hours 31/05/2025 shall not be entertained)
<b>Venue of Pre-Bid Meeting</b>	EdCIL (India) Limited, 18 A, Sector-16A, Noida, U.P.- 201 301
<b>Last Date and Time for receipts of Bids</b>	16/06/2025 up to 15:00 Hrs.
<b>Date and Time of Opening of Technical Bids</b>	16/06/2025 at 16:00 Hrs.
<b>Date and Time of Opening of Financial Bids</b>	To be informed later
<b>Bid document Fee</b>	NIL
<b>Budgeted cost of Construction including Design &amp; PMC</b>	Rs. 90 Crores
<b>Performance Bank Guarantee</b>	10% of the total work value from the successful bidder. Performance Bank Guarantee is required to be submitted within 15 days from the date of issue of LoA in the form of Bank Guarantee (Issued by Scheduled bank as per list enclosed at Annexure-IX) in the favour EdCIL India limited. Format for PBG is enclosed at Annexure-VIII.
<b>Address for Communication</b>	Chief General Manager (EIS & EPS) EdCIL (India) Limited, 18 A, Sector-16A, Film City, Noida-U.P.-201 301
<b>Contact No.</b>	0120-4156001, 4156002, 4154003, 2970206, 2970207 Fax: 0120-2970209
<b>Email Address</b>	<a href="mailto:cgm.infracivil@EdCIL.co.in">cgm.infracivil@EdCIL.co.in</a>

2. Tender document shall be downloaded from e-tendering portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-tendering portal should get register/ enroll before participating. Interested bidders are advised to go through instructions provided at “Chapter-5 Instructions for e-tendering.”

3. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the e-tendering portal at relevant stages. However, all the credentials mentioned in clause 3.1 of Chapter-3 should be submitted offline, well before bid submission date & time.

4. Bidders are advised to visit the EdCIL Website/ e-tendering portal for getting themselves updated for information on this tender. Corrigendum and addendum

may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/ e-tendering portal. Bidders are advised to regularly visit web page and update themselves. The Pre-Bid queries, Corrigendum/ Addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

Chief General Manager (EIS & EPS)  
EdCIL (India) Limited,  
18 A, Sector-16A, Noida-201 301  
Landline no.: 0120-4310840  
Email: [cgm.infracivil@EdCIL.co.in](mailto:cgm.infracivil@EdCIL.co.in),  
[eprocare@EdCIL.co.in](mailto:eprocare@EdCIL.co.in)  
Tel: +91120-4156001,002,4154003.

## CHAPTER-3 OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS

### 3.1 Offline Submissions:

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

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

#### Address:

CGM (EIS & EPS)  
EdCIL (India) Limited  
18 A EdCIL House, Film City,  
Sector 16A, Noida, Uttar Pradesh 201301

#### 1) Original copy of the power-of-attorney.

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

### 3.2 Online Submissions:

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

(Following documents to be provided as single PDF file) *file size shall be less than 5 MB each.			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Annexure-I to VIII, XI	.PDF
2		Complete tender document, Corrigendum/ Addendum/ Pre-Bid Minutes is also to be signed and uploaded.	.PDF
3.	Financial Bid	Annexure-XIV	.XLS

## CHAPTER-4 TERM OF REFERENCE & DEFINITIONS

Successful bidder/ Selected bidder	“Successful bidder” shall mean the person, firm or corporation whom the LoA is issued.
PMC/ Consultant	Project Management Consultant engaged by EdCIL and also act as an Executive Agency
Authorized Signatory	The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	“Bidder” means any firm responding to Request for Proposal and who makes a Bid.
Contractor	‘Contractor’ means the contractor or contractors or suppliers or agencies employed by the Executing Agency i.e. PMC for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency i.e. PMC.
Contract	“The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of EdCIL.
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
Services	Services’ shall mean the Comprehensive Design, Engineering and Project Management Consultancy including quality control services to be rendered by the PMC
TENDER/ RFP	<b>“TENDER”</b> means the Request for Proposals
Order	“Order” shall mean the LoA and its attachments and exhibits.
Completion	“Completion” means when the building(s)/Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the Employer.

## CHAPTER-5 INSTRUCTIONS FOR E-TENDERING

### 5.1 Instructions for Online Bid Submission:

- 5.1.1** 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.
- 5.1.2** For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- 5.1.3** 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, preparing their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- 5.1.4** The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of <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 in internet service being used by the bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5.1.5** All Corrigendum/ Amendment/ Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website.
- 5.1.6** It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agencies (Bidders can see the list of licensed Certifying Agencies from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-Procurement of EdCIL.
- 5.1.7** It is mandatory for the bidders to get their firm registered with e-procurement portal of EdCIL i.e. [www.tenderwizard.com/EDCIL](http://www.tenderwizard.com/EDCIL) to have user ID & password by submitting non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2,000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be



valid for one year from the date of its issue and shall be subsequently renewed.

(i) 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.

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

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

**5.1.8** Submit your bids 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.

**5.1.9** Bids should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as proof of successful submission.

**5.1.10** Vendors are requested to contact Tender wizard Helpdesk for any information regarding E-tendering / training.

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

## **5.2 Preparation of Bids**

**5.2.1** Bidders should take into account any corrigendum/addendum published on the portal before submitting their bids.

**5.2.2** Please go through the tender advertisement 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 documents) that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

### **5.3 Submission of Bids**

- 5.3.1** Bidders 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 they upload the bid in time i.e. on or before the bid submission deadline. Bidders will be solely responsible for any delay in uploading of bid within the stipulated time.
- 5.3.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3.3** A standard Financial Bid form has been provided with the tender document to be filled in by all the bidders. Bidders are requested to note that they should submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- 5.3.4** 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.
- 5.3.5** 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., date & time of submission of the bid and all other relevant details.

### **5.4 Assistance to Bidders**

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

<b>EdCIL / Tender Wizard E-Tendering Portal Helpdesk</b>
Customer Support: <a href="tel:080-49352000">080-49352000</a> (Multiple Telephone lines) Emergency Mobile Numbers: <a href="tel:9686115318">9686115318</a> / <a href="tel:8800496478">8800496478</a> / <a href="tel:8800445981">8800445981</a> (Please contact in case of emergency during non-working hours.)
<b>To Tender Wizard</b> <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a>

[ambasa@etenderwizard.com](mailto:ambasa@etenderwizard.com)  
[arijeet@etenderwizard.com](mailto:arijeet@etenderwizard.com)  
[twhelpdesk963@gmail.com](mailto:twhelpdesk963@gmail.com)  
[sandeep.g@etenderwizard.com](mailto:sandeep.g@etenderwizard.com)  
& cc to: [eprocure@EdCIL.co.in](mailto:eprocure@EdCIL.co.in)

#### **5.5 Offline Submissions: (As per Tender Requirement)**

The bidder is requested to submit documents as mentioned in **Clause 3.1**

#### **5.6 Minimum Requirements at Bidder's End**

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

## CHAPTER-6 INSTRUCTIONS TO BIDDERS

### 6.1 Earnest Money Deposit

The CPSE bidders are exempted for submission of EMD.

### 6.2 Acceptance/ Rejection of bids

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

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

### 6.3 Performance Bank Guarantee

6.3.1 The successful bidder shall deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 15 days from the date of receipt of Letter of Acceptance in the form of Bank Guarantee. The Performance Bank Guarantee (PBG) should be issued from a Scheduled Bank (as mentioned in Annexure IX) in favour of "EdCIL India Limited, Noida" and to be valid for at least 90 days beyond the completion of Contract (i.e. after completion of Defect Liability period plus Ninety days) and further as specified in the LoA.

6.3.2 This Performance Bank Guarantee will be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.

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

### 6.4 Amendment in Tender Document

At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by amendment. **The amendment will be notified on e-tenderwizard portal/ EdCIL tender web page/eprocure website.**

### 6.5 Liquidated Damages

Timely Completion is the essence of this tender. In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to PMC, a sum equivalent to 1% (One percent) of fees per week by which the respective work

has been delayed subject to maximum of 10% (ten percent) of the consultant fees shall be levied. This shall however not absolve the Firm/contractor of the responsibilities and obligations under the contract to complete the execution of work as per the completion time schedule.

#### **6.6 Professional Misconduct**

If any time, it is noticed that deliberate attempt has been made by the PMC to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended for payment, the amount shall be recovered from the consultancy fee of PMC due to it and also from other means available to EdCIL. The matter will be viewed as professional misconduct and strict action as per law will be taken against PMC.

#### **6.7 Confidentiality:**

Except with prior written consent, the PMC/Contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PMC shall not publicize any information pertaining to EdCIL which is discussed during the course of execution of project/work in the interest of project completion.

#### **6.8 Indemnification:**

The PMC/ Contractor shall indemnify EdCIL for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the PMC or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by EdCIL to remedy the loss arising from such negligence.

#### **6.9 Third Party Liability:**

EdCIL shall not be liable for any injury/death during the execution of project till the completion of defect liability period, caused to any official, employee, representative, labour or agent of the Firm/Contractor or their sub Firm/Contractor's working at the site or damage to their properties for any reason whatsoever and EdCIL shall not entertain any claim from any person on that behalf. It would be the responsibility of the PMC/Contractor to get their official, employees, representatives, agents or their sub Contractors insured against the possible risks involved in the discharge of their duties at the work site.

#### **6.10 LIABILITY OF PMC**

- 6.10.1 The Consultant shall be liable for consequences of errors and omissions arising out of gross negligence on their part or on the part of their employees and shall take necessary action to remedy the defects and deficiencies arising from said

negligence. The liability of the Consultant shall be restricted to the period of validity of the Agreement to be executed between EdCIL and PMC.

- 6.10.2 The Consultant shall not delegate their work to any other agency.
- 6.10.3 Without prejudice to any provisions expressed in the Agreement, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under the Agreement due to reasons attributable to Consultant. Consultant shall remain liable for any damages due to its gross negligence within the period of validity of the Agreement. The amount of liability will be on the basis of actual loss/damage to be borne through consultancy fee charged by Consultant.
- 6.10.4 In case of any ambiguity /anything not contained in this document, EdCIL reserves the right to take discretionary decision without assigning any reason thereof and it will be binding on concerned/all bidders. EdCIL also reserves the right to cancel/reject any bid due to any reason including human error in calculation incurred during process. EdCIL shall be free to cancel the whole or part of without assigning any reason.

#### **6.11 Time Schedule**

- 6.11.1 Time is the essence of contract. The phasing of work and time allocations therefore shall be finalized by EdCIL in consultation with the Consultant for execution of works by the Contractors.
- 6.11.2 The Consultant shall furnish to EdCIL a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on Detailed Designs and Drawings (prepared by the Consultant).
- 6.11.3 The consultant shall honour the time stipulation fixed by EdCIL. The Consultant shall keep informing any deviation in time schedule

#### **6.12 Termination of Contract**

EdCIL shall have the right to terminate this Contract in part or in full in any of the following cases:

- 6.12.1 Termination for Default: EdCIL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days.
- 6.12.2 Termination for Insolvency: EdCIL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to EdCIL.
- 6.12.3 Termination for Convenience: EdCIL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by EdCIL till the date upon which such

termination becomes effective.

- 6.12.4 In case there is any change in the Article of Association & Memorandum of Association of the Consultant, the details will be promptly communicated to EdCIL. In case EdCIL is of the opinion that this will affect the Performance of the Consultants under this Agreement, EdCIL shall be entitled to terminate this Agreement after giving due notice and entrust the work to some other Agency.
- 6.12.5 In case of the Termination under above clause 6.12.1, 6.12.2& 6.12.3, the Consultant shall not be entitled to fees or compensation except the fee payable to them for the work actually done. The amount of fee so payable shall be decided by mutual discussions between EdCIL and the Consultant.
- 6.12.6 In case of the Termination under above clause 6.12.1, 6.12.2& 6.12.3, EdCIL may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same.
- 6.12.7 The contract may also be terminated at any stage during the course of agreement if the empanelled PMC has made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

### **6.13 Labour Laws**

- 6.13.1 The Consultant shall undertake to ensure compliance of all labour laws and its enactments which are applicable to their workmen and also obtain through suitable provision in the Works Contracts, commitments by the Contractors in respect of their workmen to whom any part of the Works Contracts envisaged under this Agreement is entrusted.
- 6.13.2 The consultant shall be responsible for enforcing all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of Contractors employees.
- 6.13.3 The Consultant shall ensure compliance by the Works Contractors of all safety rules as required under various Statutes in India through suitable provisions in the Works Contracts.
- 6.13.4 The Consultant shall incorporate third party risk clause in all Works Contracts awarded by the Consultant, so as to ensure that EdCIL is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representative of the Contractors engaged for the execution of the work.

### **6.14 Force Majeure**

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

- 6.14.1 For purposes of this Clause, "Force Majeure" means an event beyond the control

of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of EdCIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 6.14.2 If a Force Majeure situation arises, the Consultant should promptly notify EdCIL in writing of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **6.15 Notices**

- Any notice given by one party to the other pursuant to this contract/ order should be sent to the other party in writing or FAX or e-mail and confirmed in writing to the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

For the purpose of all communications, the following should be the address:

**The Chief General Manager (EIS & EPS)**

EdCIL (India) Limited,  
18 A, Sector-16A,  
Noida, Uttar Pradesh -201 301  
Tel: 91-120-4156001/ 02, 4154003, 2970206/ 07

#### **6.16 Arbitration/ Resolution of Disputes**

The dispute resolution mechanism to be applied pursuant should be as follows:

- 6.16.1 In the event of any question, dispute and/or difference whatsoever arises or will arise under this Agreement or in connection therewith including any questions as to existence, meaning and interpretation of any Clause of this Agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultations between the parties to this Agreement.
- 6.16.2 In the event of dispute and/or difference relating to the interpretation and application of the provisions of this RFP, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

#### **6.17 Applicable Law**

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction. The place of jurisdiction would be New Delhi (Delhi), INDIA.



## **CHAPTER-7 SCOPE OF WORK**

### **7.1 Introduction**

- 7.1.1 The Project Management Consultant (PMC) will act as 'Engineer-in-Charge' on behalf of EdCIL for implementing the overall project.
- 7.1.2 PMC shall be required to manage the entire project activities from conceptualization up to completions including obtaining Noida Authority/statuary approvals (If any), as per requirements.
- 7.1.3 The detailed architectural service is an integral part of scope of work of PMC. The activities under the scope of work of PMC shall broadly include but not limited to the following:
  - a) Survey (Land & Geo technical ) & Architectural services including preparation of Master Plan.
  - b) Supervision of Construction, Quality Control & Development of Advanced Examination Center with State of the Art Data Center and other infrastructure under EPC mode by following all relevant building bye laws.
  - c) Supervision of the project including Civil, Architectural, Structural, Plumbing, Electrical, HVAC, and other required Furniture, IT Active and passive components, BMS, CCTV, Firefighting, networking design, horticulture, landscaping under EPC mode where Engineering, Procurement, and Construction would be fully contracted.
  - d) Obtaining statutory approvals and permits for design, drawings & Construction or any other permission, wherever applicable.
  - e) Obtaining completion / occupancy certificate

### **7.2 Design and Planning stage**

The Employer would furnish the requirements for various functions to the PMC. The PMC, shall there upon, render the following Services.

- 7.2.1 Carry out detailed survey on the land, Submit a feasibility report on the proposed development as per the prevailing norms as applicable at Noida if any.
- 7.2.2 PMC will provide the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality and quantum of water.
- 7.2.3 Liaison with the Noida Authorities and other Govt/statutory authorities on behalf of EdCIL, for obtaining NOC's and all approvals as essential on the currency of contract. PMC shall also obtain any other statutory approvals which are not explicitly mentioned in the scope of services but are required for the completion of assignment in totality.
- 7.2.4 Based on Architectural program, the PMC shall furnish the details of total built up area, plinth area on the basis of concept design/drawing and various facilities

proposed under specific requirements, PMC shall prepare 'Preliminary Estimate' (PE) as per norms.

- 7.2.5 All activities including the conceptual design for the proposed building, required for developing the total infrastructure till the handing over of the completed buildings shall be performed by the PMC. The PMC is also required to work in close association and co-ordination with EdCIL.
- 7.2.6 PMC shall prepare the Concept Design, Project Report and preliminary estimates as per norms.
- 7.2.7 PMC will be required to superintend and perform duties as Engineer-in-Charge on behalf of EdCIL for the sufficiency and adequacy of design and drawings. The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify / certify the contractor's bills and monitor the progress of work.
- 7.2.8 PMC will make all engineering decisions including necessary correspondence with Architects, Contractors and other external agencies required for the successful and timely implementation of the Project.
- 7.2.9 PMC will ensure adherence to relevant Statutory norms and obtain all statutory approvals like building commencement permits, completion certificates, clearances, No Objection (NOC) certificates/FIRE NOC as required for the project from Noida authority at appropriate state . The preparation of necessary drawings for submission to various statutory / local authorities and its submission with the concerned authorities shall be the responsibility of PMC. In addition to the above, CPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' time to time.
- 7.2.10 In case of any bottleneck in execution of the project arising out of any activity, PMC will undertake such activity so that the project does not get delayed or stalled. It is, therefore, necessary for the PMC to thoroughly study the scope of work before participation in the selection process of PMC.
- 7.2.11 PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with Contractors and other agencies with the exception of the following for which PMC will seek prior approval of EdCIL:
  - a) Issuing/approving variation orders which have additional financial implications, as reasonably determined by the PMC;
  - b) Approving rates for new items of work or for existing items of work which deviate in quantity beyond the limits defined in the contract;
  - c) Approving the extension of time of completion of the works stipulated in all the construction contracts.
- 7.2.12 EdCIL, may at its discretion, hire the services of an independent agency/engage somebody for quality audit for checking and ensuring the quality of construction

to which the PMC will render due assistance in discharge of their duties.

- 7.2.13 The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
- 7.2.14 PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on-site quality checks. The PMC shall make provisions in the tender documents for third party test of materials and any equipment (preferably from a Government Institute like IIT/NIT/Government Engg. Colleges etc). The cost of such third party tests shall be reimbursable to the contractor as per actual subject to the condition that the test results are within acceptable parameters.
- 7.2.15 The project shall be headed by a sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment. The Project Head and other officials assisting the Project Head shall not be changed during the implementation of the project except with concurrence of EdCIL.
- 7.2.16 PMC will provide its consultancy services to get the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality of water.
- 7.2.17 After obtaining the approval of EdCIL and obtaining other Noida authority/Statutory approvals, PMC will require to finalise the working drawings and specifications of work in due consultation with EdCIL. Thereafter PMC shall prepare tender document, issue NIT and award the works (Internal and External) and get them executed as per specifications and requirements approved by EdCIL.

### **7.3 Pre- Construction Stage**

- 7.3.1 Preparation of detailed engineering drawings including structural, electrical, HVAC and other services drawings and detailed estimate.
- 7.3.2 Furnish detailed project cost as specified and approved in preliminary estimate.
- 7.3.3 Obtain approval of local authorities, if any, and make changes required by them with intimation to employer.

- 7.3.4 Preparing detailed PERT/CPM charts and
- 7.3.5 Preparing Cash flow requirements.
- 7.3.6 PMC will be responsible for preparation and counter checking of the structural designs. The designs must be checked by the PMC through a third party like IIT. For the third party check, the fee shall be borne by EdCIL, as per actual.
- 7.3.7 Checking of Architectural, technical specifications, services and all other drawings to ensure their completeness / correctness.
- 7.3.8 Checking of bill of quantities prepared and submitted by the consultants hired by PMC including cost estimates.

#### **7.4 Construction Stage**

- 7.4.1 PMC shall execute the project in a time-bound manner and hand over the building/ other works complete in all respect certified by EdCIL within the time limit specified in NIT. PMC shall ensure that no time and cost overruns occur.
- 7.4.2 PMC shall provide Construction Management Services from the start of construction up to commissioning and handing over of the entire project to EdCIL, in usable condition. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of PMC for construction stage shall, inter-alia, be as under:
  - a) Prepare detailed coordinated construction schedule.
  - b) To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
  - c) Check and finalize Contractor's detailed program of activities commensurate with the Tender provisions.
  - d) Check and approve all Contractors, Sub-Contractors and Agencies for carrying out the works.
- 7.4.3 Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number and level of engineers and supervisory staff as per sound engineering practice.
- 7.4.4 Checking fabrication drawings, bar-bending schedules and all other architectural / Structural details during construction.
- 7.4.5 Conduct site meetings and coordination meetings with all Agencies for timely completion of the project.
- 7.4.6 Carry out quality assurance checks and adhere to maintain quality reports.
- 7.4.7 Provide effective coordination between various Agencies working at the site to ensure timely availability of inputs required for un-interrupted construction at site, all in accordance with the agreed program of activities.
- 7.4.8 Fully responsible for getting the project work executed as per drawings and specifications and should also ensure completion of job, quality expectations,

within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to EdCIL for approval.

- 7.4.9 Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
- 7.4.10 Checking and Certification of Contractors running and final bills of the works executed for the purpose of payment to be released to the Construction Agencies.
- 7.4.11 Review and approve rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the Contract with the prior approval of EdCIL for additional costs / expenditure.
- 7.4.12 Provide contract administration services of all Contract Agreements and devising a suitable dispute-resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- 7.4.13 Generate and submit to EdCIL time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at site, hindrances if any, records of daily labour deployed, etc. shall be maintained.
- 7.4.14 The PMC shall have the overall responsibility of getting the approvals / NOC's for all services including power, water, sewer, drainage, fire fighting, lifts, DG set, etc., from government authorities before handing over the buildings and services to EdCIL.
- 7.4.15 PMC shall also appraise EdCIL of the progress and / or activities of the project on weekly / fortnightly / monthly basis as deemed fit by EdCIL, by preparing and submitting monitoring reports. The reports shall inter-alia include the following:
  - a) Scope of Works of Contractor
  - b) Date of Commencement / Date of Completion: Scheduled and Actual
  - c) Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any).
  - d) Status of Progress of Work
  - e) Areas of Concern
  - f) List of Registers Maintained by PMC
  - g) Labour Deployment Chart
  - h) List of Equipment Mobilized at Site
  - i) Materials/Personnel at Site
  - j) Status of Payment to Contractor
  - k) Quality of Material / Tests
  - l) Photographs of the Site
  - m) Site Order Book
  - n) Visitor's Site Inspection
- 7.4.16 For all Contracts awarded by PMC, the payment will be released by PMC, and

EdCIL shall not be responsible and liable for any liabilities and defaults of PMC with any other third party.

7.4.17 Ensure all statutory inspections and checks.

7.4.18 PMC shall be fully responsible for dealing with Arbitration cases, if any, for Contracts entered between various agencies. PMC will prepare claims / counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes by following Arbitration & Conciliation Act 1996. It shall be the sole responsibility of PMC to defend the case provided there is no fault / negligence/ delay on the part of EdCIL on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to PMC shall be borne by PMC. However, expenditure during the arbitration proceedings can be met from the project funds with the approval of EdCIL. PMC shall take all necessary steps to safeguard EdCIL interest.

## **7.5 Post Construction Stage**

7.5.1 Settlement of all accounts of the Contractors.

7.5.2 Witness testing and commissioning of all utilities and certify the same.

7.5.3 Provide project completion report which shall contain all technical and financial information of the project. Obtaining Completion / Occupancy certificate from Noida Authority shall be done by PMC.

7.5.4 Co-ordinate with vendors / Contractors and arrange for user operation and maintenance manuals and training to EdCIL's representatives. All warranties and guarantees on equipment / fixtures etc. procured by the Contractors shall be in the name of EdCIL and appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialized works like lifts, air conditioning, DG sets, power substations, fire fighting etc., 3 to 5 year operation and maintenance provision may be included in the tender documents by PMC with the stipulation that after handing over of these works, EdCIL shall enter into a supplementary agreement for operation and maintenance with the Contractors on the same terms and conditions. All warranties and guarantees shall be in the name of EdCIL.

7.5.5 Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors / agencies for rectification of defects, if observed.

7.5.6 Settling the Audit / CTE's ( CVC) Observations and Arbitration cases etc., if any.

7.5.7 Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending hearings as and when required by EdCIL and providing necessary support as may be required by EdCIL from time to time.

7.5.8 Any other activity that is deemed necessary for project execution and

completion, but not included in the above-mentioned list shall form part of scope of work of the PMC and the decision of EdCIL shall be final in this regard.

## **7.6 Payment to contractors**

- 7.6.1 EdCIL will deposit up to 10 % ( Ten percent only) of total estimated cost of the project as initial deposit after the administrative approval of work is obtained from EdCIL for Concept drawings of the complete building and Project estimate for calling EPC tender. Out of this deposit received, PMC will release payment to various agencies. Whenever about 80% ( Eighty percent) of the initial deposit is spent by PMC, EdCIL shall provide additional funds on demand by PMC for timely completion of works.
- 7.6.2 The PMC will open a separate project (interest bearing) account. If any interest or income accrues on the deposit / advance given by EdCIL, then the same shall be credited to the project account by the PMC. The surplus funds will always be kept by the PMC in the project account. Penalties levied if any, on the contractor / consultant / any other agency shall also be credited into this account.
- 7.6.3 At the end of each financial year and after the execution of the work, an expenditure and utilization certificate will be forwarded by PMC, duly audited by its finance, in an approved format as per the latest CPWD works manual. Copies of the final bills after release of payment to the Contractor for each Contract between PMC and Contractor will be supplied to EdCIL for reference and record along with all test certificates, guaranty and warranty cards of equipment, systems, tools etc. However final payment (except advance) will be on reimbursement basis instead of utilisation certificate.
- 7.6.4 The PMC charges/ fees as quoted by the successful bidder under financial bid offer shall be limited to the estimated construction cost of Rs. 90 Cr. No PMC charges shall be paid for variation in construction cost beyond Rs. 90 Cr. However, incase of reduction in cost of construction, EdCIL reserves its right to reduce the PMC charges/fee in accordance with the value of work done on the date of closure/ completion of the project , whichever is later.
- 7.6.5 If the works are stopped at any stage of execution due to fund constraint, discontinuity in work, termination of contract and unforeseen reason in the interest of EdCIL, the PMC shall be paid the consultancy fee on pro-rata basis for the progress of the work done by the Consultant at the time of stopping the work at that stage.
- 7.6.6 The expression ‘actual cost of works’ shall include the following:
- a) All the final payments made to the contractor(s) and agency as agreed upon in the tender for the construction of the building, services, related facilities, etc
  - b) All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding



the material not incorporated or not handed over to EdCIL.

- c) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material.

7.6.7 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by EdCIL to local Government or any other statutory body or bodies for getting approvals for the project etc.
- c) The cost towards vetting of design/drawings from any reputed Institute/IIT and/or their services for consulting any matter concerning the project.

7.6.8 The subsequent release of Fund shall be fixed and agreed mutually between Selected PMC & EdCIL on the basis of

- a) Progress of Work
- b) Utilization of the earlier amount deposited
- c) Demand Raised

## **7.7 Timely Completion of the project**

7.7.1 The Project Management Consultant will get the entire project completed within a period of 24 months (4 months for planning and 20 months for construction). The time shall commence from the tenth day of the award of the work to PMC.

7.7.2 The PMC will be required to prepare the detailed time schedule based on the total completion period of 24 months for the project. The entire project will be divided into activities and events and CPM/ PERT charts will be prepared by PMC. Monitoring on monthly basis will be carried out by them in consultation with EdCIL. PMC will submit monthly/Quarterly monitoring of progress to EdCIL along with PERT chart and expenditure milestones and recommendations.

7.7.3 In case of delay in any activity, the PMC will suggest and recommend remedial measures in order to get the project completed within the stipulated time and cost.

## **CHAPTER-8 ELIGIBILITY CRITERIA AND BID EVALUATION**

### **8.1 Eligibility Criteria**

Only CPSEs are eligible to participate in tendering

### **8.2 Bid Evaluation**

#### **8.2.1 Bid Evaluation Process**

The bid evaluation shall consist of the following phases:

- a) Phase I– Evaluation of Technical bid in accordance to the Pre-Qualification criteria and other tender compliances. QCBS evaluation of the Technical Bid of



Pre- Qualified Bidder as per the Marking Scheme mentioned in the bid document.

b) Phase II - Evaluation of Financial bid

Note: - It is mandatory for the bidder to qualify all the Pre – qualification stages to be eligible for QCBS evaluation including presentation as per Marking Matrix. Only technically qualified bidders shall be considered for opening of their Financial Bids and evaluation thereof.

### 8.3 Evaluation of Technical Bids

Bidder has to upload all documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents, as mentioned against each criterion, the bid will be rejected summarily. The QCBS rating/ marking and financial bid opening will be carried out for only those bidders who qualify in the Technical bid.

#### 8.3.1 PRE-QUALIFICATION CRITERIA:

a) The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Technical Bid response/s not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received and will not be considered for Technical evaluation and QCBS marking.

(Documents must be provided in support of the following PQ Criteria otherwise bids will be summarily rejected)

S. no.	Pre-Qualification/Eligibility Criteria	Supporting Documents required
1	The bidder must be a CPSE registered in India under the Indian Companies Act 1956/2013 and working in PMC Field for construction works	Copy of Memorandum of association (MoA) / any other relevant document
2	The Bidder should have an average annual turnover of not less than INR 500 Crores Average during last three completed financial years (FY 2021-2022, 2022-2023 & 2023-2024) for Construction Works.	Bidder shall have to submit Audited Accounts along with CA Certification in support of their claim. UDIN should be mentioned on the CA certificate.
3	The Bidder should have positive net worth during last 3 completed Financial Years (FY 2021-2022, 2022-2023 & 2023-2024).	CA certification for net worth needs to be submitted in this regard. UDIN should be mentioned on the CA certificate.
4	The bidder should have successfully executed (during the last five completed financial year 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) at least one or more Similar Project management	Copies of Reference Work order along with completion certificate and performance report for the project to be submitted.

	<p>Consultancy work order from start to finish of the following:</p> <p>One single order of similar Project management Consultancy works having value of <b>Rs 70 Crores</b> (Rs. Seventy Crores) and above (OR)</p> <p>Two orders of similar Project management Consultancy works having value of <b>Rs 55 Crores</b> (Rs. Fifty Five Crore ) and above (OR)</p> <p>Three orders of similar Project management Consultancy works having value of <b>Rs 36 Crores</b> (Rs. Thirty Six Crore ) and above</p> <p><b>{The above said Work orders should have been Completed successfully in the last five (05) Financial years}</b></p>	
<b>5</b>	The Bidder should not have been blacklisted/ debarred by any State/ Central Government/ CPSE/ Autonomous bodies/ Government Organization/ Department/ Institutions for breach of ethical conduct or fraudulent practices as on the date of submission of the Bid.	Affidavit on a non-judicial stamp paper to be submitted by the authorized representative of the bidder firm.
<b>6</b>	The Bidder should have valid GST Registration Certificate, PAN, EPFO Registration, ESIC Registration	Bidder shall have to submit copy of all the documents.
<b>7</b>	The bidder should have at least 100 numbers of technical manpower/ professionals for the proper execution of the contract as on the date of bid submission	Organizational headcount of Technical staff with technical expertise has to be submitted
<b>8</b>	<p>The Bidders should have following certifications:</p> <ul style="list-style-type: none"> <li>• ISO 9001-2015</li> <li>• ISO 14001-2015</li> </ul>	Copies of the valid certificates should be attached along with the technical bid. Any certificates found without the validity period shall not be accepted.

Similar works means experience in Providing Comprehensive Project Management Consultancy (PMC) Services for Online Examination Center / Institutional Building/ Educational Institutes / Data Center etc.

Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL.

b) **The bidder who fulfilled the eligibility criteria shall be further evaluated as per the following marking matrix:**

- **Marking Matrix:** In the below table, marking parameters for technical evaluation are mentioned:

Technical Evaluation Parameters					
STAG E	Sl. No	Parameter	Evaluation Criteria		Max. Score
Stage-A	1	Average Annual Turnover for three financial years 2021-22, 2022-23, 2023-24	i. > Rs. 1000 Cr. : 10 Marks ii. > Rs. 700Cr upto Rs. 1000 Cr. : 7 Marks iii. > Rs. 500Cr upto Rs. 700 Cr : 4 Marks iv. < Rs. 500 Cr : 0 Marks		10
	2	Employee strength in Organization			
		Min. Qualification: Bachelor’s Degree in Engineering  The Engineers and Architects required/ mentioned should be an Employee on roll	a) Civil Engineers (Max 5 Marks)	> 100 Nos : 5 Marks 75-100 Nos : 3 Marks 50-75 Nos : 2 Mark < 50 Nos. : 0 Mark	20
			b) Electrical Engineers (Max 5 Marks)	>30 Nos. : 5 Marks 10-30 Nos. : 2 Mark <10 Nos. : 0 Mark	
			c) Architects (Max 4 Marks)	>5 Nos. : 4 Marks 2-5 Nos. : 2 Mark <2 Nos. : 0 Mark	
			d) Mechanical Engineers (Max 4 Marks)	>5 Nos. : 4 Marks 3-5 Nos. : 2 Mark <3Nos. : 0 Mark	
			e) Instru./Automation/ Electronics/Computer/ IT Engineer (Max 2 mark)	≥3 Nos. : 2 Mark <3 Nos. : 0 Mark	
3	Similar works means experience in Providing Comprehensive Project Management Consultancy (PMC) Services for Online Examination Center / Institutional Building/ Educational Institutes / Data Center etc.				
	3.1	Value of Similar projects Executed on PMC (each project not less than Rs 100 Crores)	(i) 0 marks upto Rs. 100 Cr. (ii) 5 marks above Rs. 100 Cr upto Rs.150 Cr (iii) 10 marks for more than Rs. 150 Cr		10

			Similar projects Executed on PMC rated GRIHA certified (each project not less than Rs 100 Crores)	(i) 5 marks for Silver rating (ii) 7 marks for Gold rating (iii)10 marks for Platinum rating	10
	4	Additional Experience of Bidder			
		4.1	Experience of Examination Center / Data Center	5 Marks each for providing consultancy services for Examination Center / Data Center (Maximum – 2 works)	10
Technical Score (Stage-A)					60
Stage-B	Presentation		1) Organizational setup of the PMC 2) Understanding of the project and vision for the EdCIL 3) Concept Design with 3 D 4) Details of Execution/ methodology 5) Staffing Schedule for the Proposed Project 6) Concept on GRIHA rating for proposed building		40
			Technical Score (Stage-B)		40
	Total Technical Score (Stage A + Stage-B)				

c) The bidder who scores a minimum of 70 marks as per marking scheme shall be declared qualified in the technical evaluation stage and notified for opening of their financial bids. Qualified bidders would also be advised to attend the opening of the financial bid.

d) The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above.

e) Each Technical Proposal shall receive a technical score as:

$$\frac{\text{Technical Proposal Marks (TPM)}}{\text{Technical Proposal under consideration Highest Technical Bid}} = 100 \times$$

f) The Proposal shall be rejected if it does not achieve the minimum technical marks of 70 (seventy) out of maximum of 100 (one hundred) marks.

#### 8.4 Evaluation of Financial bids

a) The Financial bid of only those Bidders who are found technically eligible shall be opened. The financial bids shall be opened in the presence of representative

of technically eligible Bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.

- b) Financial bids will be inspected to ensure their conformity to the format provided in the tender document.
- c) If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- d) Each Financial Proposal shall received a financial score as:

$$\text{Financial Proposal Marks (FPM)} = 100 \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid under consideration}}$$

- e) The lowest evaluated Financial Proposal will receive a maximum of 100 marks.

#### **8.5 Combined Quality and Cost Based Selection (QCBS) Evaluation**

- a) The score of technical proposal including presentation would be given 30% weightage, and the financial proposal would be given 70% weightage. The normalised score of the technical bid including presentation (TPM), and financial proposals (FPM) shall be used to rank the Bidders on the basis of formula given as below:
- b) The final evaluation will be made on the basis of the following:
  - Weightage for the Technical Proposal: 0.3
  - Weightage for the Financial Proposal: 0.7

$$\text{Combined Technical and Financial score, (CPM)} = \text{TPM} \times 0.3 + \text{FPM} \times 0.7$$

- c) Bidder with highest Combined Score shall be declared selected Bidder.
- d) In the event of two or more Bidders/ organizations with the same final score, the Bidder with more marks in technical evaluation shall be ranked higher i.e. will be given preference.

#### **8.6 Contract Finalization and Award**

- a) EdCIL shall reserve the right to discuss & to obtain detailed breakup of cost with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b) After the EdCIL notifies the successful bidder that its proposal has been accepted, EdCIL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between EdCIL and the successful bidder(s).



**ANNEXURE-I**

**Bidder Information**  
**<< Bidder's Organization Letter Head >>**

S.No	Particulars/Details	
1.	Name of the Firm	
2.	Communication Address	
3.	Phone	
4.	Fax	
5.	E-mail	
6.	Authorized Person - Name	
7.	Mobile Number	
8.	TIN Number	
9.	PAN Number	
10.	(In case of on-line payment of EMD) UTR No. (For EMD)	
11.	Bank details of the bidder in the following format: a) Name of the Bank b) Account Number c) Address of Branch d) IFSC e) scanned copy of one Cheque book page	

Signature of Bidder

Name of the Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Organization: \_\_\_\_\_

**LETTER OF UNDERTAKING**

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

To

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

Sir,

**SUBJECT- Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida**

This is with reference to EdCIL NIT No. **EdCIL/EIS-EPS/PMC/2025/1** dated ...../...../2025 on the above subject. After reading above documents, Amendments/ Clarifications/ Corrigenda/Errata/etc issued in respect of NIT document, your requirement, scope of work, site inspection and after discussions, we have understood them fully and we accept all the terms and conditions mentioned there in.

We are also enclosing duly stamped and signed copy of the above form along with annexures as token of acceptance of the terms indicated therein.

Signature of Bidder

Name of the Bidder: \_\_\_\_\_

Designation:\_\_\_\_\_

Seal of the Organization:\_\_\_\_\_

Date:

Place:



## ANNEXURE-III

### SELF-DECLARATION – NON-BLACKLISTING

<<<on a non-judicial stamp paper of Rs. 100/->>>

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the Central/ State Government/ PSUs/ Autonomous Bodies or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of LoA/ Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Bank Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by EdCIL which shall be deemed fit at that point of time.

Authorized Signatory

***Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).***

## ANNEXURE-IV

### POWER OF ATTORNEY

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

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

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

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

THIS ..... DAY OF .....2025.

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

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

.....

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

Notes:

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

**LETTER OF BID SUBMISSION**

**To,**

**Chief General Manager (EIS & EPS),  
EdCIL (India) Limited,  
EdCIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P)**

**SUBJECT-** Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida

***-Submission of Bid -***

**Sir,**

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

1. I/ We hereby certify that all the statements made and information supplied in the enclosed forms / Annexures \_\_\_\_\_ and accompanying statements are true and correct.
2. I/ we certify that we have not changed/ altered any word/ sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/ contract, our candidature/ bid/ contract shall be immediately cancelled and EMD/ Performance security along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for legal action against the bidder for recovering any one or all damages caused to EdCIL.
3. I/ We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

4. I/ We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S. No.	Name of Work	Certificate From

5. Demand Draft of Rs. \_\_\_\_\_ towards Bid document cost (if applicable).
6. We confirm that each page of our submission including all supporting documents bears signature with date, name of the signatory, designation of the signatory and firm seal.

Enclosures:

Date of Submission:

Signature of Bidder

Name of the Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-VI****ANNUAL AVERAGE TURNOVER**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover, Rs.</b>	<b>Net Worth, Rs.</b>	<b>Net Profit, Rs.</b>
1.	2021-22			
2.	2022-23			
3.	2023-24			
<b>Total</b>				
<b>Average Turnover</b>				

Note: Certificate from Statutory Auditors / Chartered Accountant certifying above information for all three years to be enclosed.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

## ANNEXURE-VII

### DETAILS OF SIMILAR PROJECTS COMPLETED DURING LAST 5 YEARS

List of similar projects for whom the Bidder has undertaken such work during last seven years (must be supported with work orders)

Sl.	Name & address of the Client (with Contact No.)	Name & Location of the Work	Buildup Area	Value works (In Lakh)	Contract Period (from-to)	Completion/ performance certificate enclosed 'Yes' or 'No'	Any other information you would like to give
1	2	3	4	5	6	7	8

(Fill up the above table & enclose legible copies of the supporting documents)

Signature of Bidder

Name of the Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Organization: \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE FORMAT**

Name of the Bank: \_\_\_\_\_

To

**EdCIL India Limited, Noida, UP**

In consideration of the Chairman and Managing Director, EdCIL acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL India Limited”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_ Dt : \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called “the said Agency” for the work \_\_\_\_\_ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) as a performance bank Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to EdCIL an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by EdCIL.
2. We \_\_\_\_\_ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from EdCIL through the CGM or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by EdCIL by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only).
3. (A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to EdCIL any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.



(B) The payment so made by us under this Performance Bank Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

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

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of EdCIL in writing.
9. This guarantee shall be valid up to (Date of Completion including defect liability period plus 90 Days). Unless extended on demand by EdCIL. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... We shall be discharged from our liabilities under this guarantee thereafter.

Dated:            the            Day of            for

(indicate the name of bank)

Signature of Banks Authorized official

Witness

(Name)\_\_\_\_\_

Designation with Code No. -----

1

Full Address-----

2.

**LIST OF AUTHORISED BANKS FOR BG**

Following banks are permissible for accepting Bank Guarantees:

**SCHEDULED PUBLIC SECTOR BANKS**

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

**SCHEDULED PRIVATE SECTOR BANKS**

<b>Sr. No</b>	<b>Name of the Bank</b>
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

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

**AND**

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

WHEREAS the EdCIL proposes to procure services towards “\_\_\_\_(TITLE OF THE TENDER)- ----” for its clients and BIDDER/ Seller is willing to offer the said services and related items as referred to in the Bid document no. .... Dated ..... 2025.

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

NOW, THEREFORE,

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

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

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

### **1. Commitments of EdCIL**

1. The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. EDCI will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **3. Commitments of Bidders**

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

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

2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
3. Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The

BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

#### **4. PREVIOUS TRANSGRESSION**

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
2. The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

#### **5. EARNEST MONEY DEPOSIT**

1. While submitting Technical bid, the BIDDER shall deposit an amount of Rs. .... as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
2. The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

3. In case of the successful bidder a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
4. No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

#### 6. SANCTIONS FOR VIOLATIONS

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and EdCIL shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.



- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
  - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 2. The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - 3. The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 1. An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

4. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
6. The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
7. The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of EdCIL/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

#### **8. FACILITATION OF INVESTIGATION**

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

#### **9. LAW AND PLACE OF JURISDICTION**

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

#### **10. OTHER LEGAL ACTIONS**

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

## 11. VALIDITY

1. The validity of this Integrity Pact shall be governed by the terms of the NIT No. \_\_\_\_\_ towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.
2. Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

EdCIL (India) Limited

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness

a) \_\_\_\_\_

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

b) \_\_\_\_\_

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

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

## TENDER COMPLIANCE SHEET

S. No.	Description	Yes/No	Page No.
1.	Bid validity 90 days or not?		
2.	Legal Status / Constitution of firm (any document & partnership deed etc.)		
3.	Whether rate as per Financial Bid quoted or not?		
4.	Payment terms as per bid agreed or not?		
5.	Undertakings/ Self-declarations as per <b>Annexures</b> submitted or not?		
6.	Copy of certificate of incorporation / MoA is enclosed or not?		
7.	Audited Balance sheets/ CA Certificate including profit and loss statements for the last three financial years (as per tender document) to fulfill the requirements of turnover as per bid qualification criteria attached or not?		
8.	Documents in support of similar works executed for Govt. Institutions such as IIT's/ NIT's/ IIIT's/ Central / State Universities/ CPSEs etc. during last five years enclosed or not?		
9.	Copies of past order details to fulfill the requirement of past order as per qualification criteria attached or not?		

## SITE DETAILS

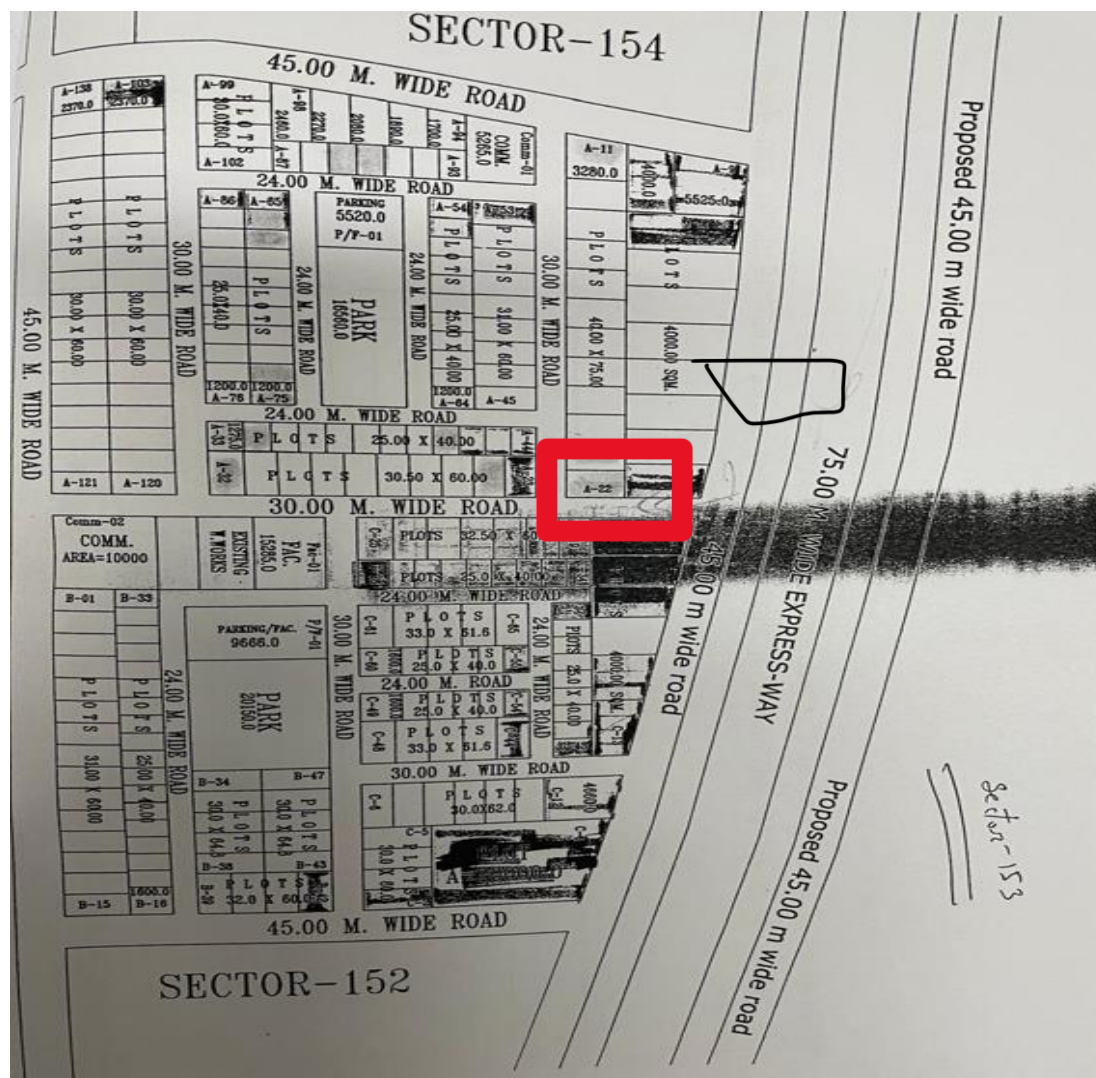
Site Location : Plot 22A, Sector 153, Noida

Area of Plot : 4578 Sqm , (75 m X 61 m ,Corner Plot- 2 side Road)

Requirement: Development of EdCIL's Advanced Examination Center with State-of-the-Art Data Center

Google Map location:

[https://www.google.com/maps/place/@28.4527018,77.4677351,17.26z/data=!4m3!1m2!10m1!1e2?entry=ttu&g\\_ep=EgoyMDI1MDUxNS4wIKXMDSoJLDEwMjExNDU1SAFQA w%3D%3D](https://www.google.com/maps/place/@28.4527018,77.4677351,17.26z/data=!4m3!1m2!10m1!1e2?entry=ttu&g_ep=EgoyMDI1MDUxNS4wIKXMDSoJLDEwMjExNDU1SAFQA w%3D%3D)



**ANNEXURE-XIII****MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS**

1	Name of the Grantee Organization	EdCIL (India) Limited
2	Address of the Grantee organization	EdCIL House, Plot No. 18A, Sector-16A, Noida- 201301
3	Telephone No	0120-2512001-006, FAX- 0120-2515372
4	Particular of Bank Account	
A	Bank Name	State Bank of India
B	Branch Name & Address	(00691) New Delhi Main Branch-11, Parliament Street, New Delhi, NCT of Delhi - 110001
C	City of the Bank Branch	Delhi
D	9 Digit MICR Code Number of Branch	110002087
E	Type of Account	Current Account
F	BSR code of Bank (4 Digit code)	0000691
G	Account Number (15-digit code (in digit))	36830596465
H	Account Number (15-digit code (in words))	Three Six Eight Three Zero Five Nine Six Four Six Five
I	IFSC Code	SBIN0000691
J	Customer ID	829441
K	Whether this branch is RTGS enabled	Yes

**FINANCIAL BID**  
**(To be uploaded separately)**

**FINANCIAL BID**

**NAME OF WORK-** Project Management Consultancy Services Including Master Plan, Construction Supervision and Quality Management for EdCIL's Advanced Examination Centre with State-of-the-Art Data Center at Plot A-22, Sector-153, Noida

NIT No.: EdCIL/EIS-EPS/PMC/2025/1 dated 24/05/2025

S.No.	Particulars	Estimated Cost of Construction including GST (Rs. )	PMC Fee Percentage inclusive of GST (%) In Figure	PMC Fee Percentage inclusive of GST In Words
1.	Percentage of Fee for PMC Services including Architectural services for Preparation of Master Plan, Design, Engineering, Construction Supervision and other services as per complete scope of works as mentioned in the Technical bid.	90,00,00,000		
2.	Amount of fees in Rupees (Rs.) including GST			

Note:-

1. PMC shall execute the work on "EPC Mode" on behalf of EdCIL.
2. The amount of fees to be declared on estimated construction cost of Rs. 90 Crores
3. The quoted fees shall be applicable on the estimated cost and no PMC charges shall be admissible beyond the estimated cost of project.

Signature of Bidder

Name of the Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Organization: \_\_\_\_\_