# Open, Online e-tendering, Two-packet, QCBS Based invitation for Higher Education Initiatives

**NIT No. EdCIL/EIS&EPS/HEI/2022** **Dt. 30-12-2022**

EdCIL (India) Limited,
A Govt. of India Category -I Mini Ratna Enterprise,
Under the Ministry of Education,
EdCIL House, 18A, Sector 16A, Film City, Noida 201301
Tel: (0120) 4156001-02. 4154003, 2512004-06
Fax: 0091 (120) 2515372
Email: edcilsupport@edcil.co.in

# Table of Contents

**DISCLAIMER** ..... 4
**SECTION 1: NOTICE INVITING TENDER** ..... 5
**SECTION 2: INSTRUCTIONS FOR E-TENDERING** ..... 8
**SECTION 3: INSTRUCTIONS TO BIDDERS** ..... 15
**3.1. Introduction** ..... 15
**3.2. Clarification and amendment of RFP documents** ..... 19
**3.3. Clarification and or interpretation of reports** ..... 19
**3.4. Ownership of document and copyright** ..... 20
**3.5. Forfeiture of EMD/ Bid Security** ..... 20
**3.6. Eligibility of Bidders** ..... 21
**3.7. Preparation of proposal** ..... 22
**3.8. Submission, Receipt and opening of proposals** ..... 26
**3.9. Proposal submission** ..... 26
**3.10. Proposal evaluation** ..... 27
**3.11. Discussion** ..... 31
**3.12. Award of Contract** ..... 32
**3.13. Confidentiality** ..... 33
**3.14. Dispute Resolution** ..... 33
**3.15. Fraud and corrupt practices** ..... 34
**3.16. Miscellaneous** ..... 35
**3.17. Team Structure** ..... 35
**3.18. Timelines and Milestones** ..... 37
**SECTION 4: TECHNICAL PROPOSAL STANDARD FORMS** ..... 39
**FORM 4A** 40
**FORM 4B** 43
**FORM 4C** 44
**FORM 4D** 45
**FORM 4E** 46
**Form 4F** 47
**FORM 4 G** 48

**SECTION 5: FINANCIAL PROPOSAL - STANDARD FORMAT** ..... 50
**FORM 5A** 51
**Annexure-1** ..... 53
**Annexure-2** ..... 55
**Annexure-3** ..... 58
**SECTION 6: TERMS OF REFERENCE** ..... 59
**6.1 Background** ..... 59
**6.2 Agency Support** ..... 59
**6.3 Focus areas for Agency support** ..... 59
**6.4 Scope of Work for the onboarded agency** ..... 62
**SECTION 7 -GENERAL CONDITIONS (GC) OF CONTRACT** ..... 64
**7.1 General Provisions** ..... 64
**7.2 Commencement, Completion, Modification And Termination of Contract** ..... 68
**7.3 Obligations of the Successful Bidder** ..... 74
**7.4 Confidentiality** ..... 78
**7.5 Successful Bidder's Actions Requiring EdCIL's Prior Approval** ..... 78
**7.6 Reporting Obligations** ..... 78
**7.7 Documents Prepared by the successful bidder to be the Property of the Client** ..... 78
**7.8 Liability of the Successful Bidder** ..... 80
**7.9 Accounts and Audit** ..... 80
**7.10 Clarification and/or Interpretation of Reports** ..... 80
**7.11 Successful Bidder Personnel** ..... 80
**7.12 Removal and / or Replacement of Personnel** ..... 81
**7.20 Currency of Payment** ..... 85
**7.21 Out of pocket expense** ..... 85

## DISCLAIMER

**1.** This RFP document is neither an agreement nor an offer by EdCIL (India) Limited (**"EdCIL"**), to the prospective bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

**2.** EdCIL does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for EdCIL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by EdCIL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.

**3.** EdCIL will not have any liability to any prospective Agency / Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of EdCIL or their employees, any professional or otherwise arising in any way from the selection process for the Assignment. EdCIL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements contained in this RFP.

**4.** EdCIL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that EdCIL is bound to select an bidder or to appoint the Successful bidder, as the case may be, for the consultancy and EdCIL reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. EdCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

**5.** The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. EdCIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

**6.** EdCIL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of EdCIL.

**7.** This Document is Property of EdCIL, and no part, page or content shall be copied or reproduced, modified or used for any purpose on whatsoever grounds without the permission of EdCIL India Ltd.

## SECTION 1: NOTICE INVITING TENDER

**NIT. No. EdCIL/EIS&EPS/HEI/2022** **Dt. 30-12-2022**

**Name of RfP: Invitation for Open, online e-tendering, Two-packet, QCBS Based Request for Proposal for Higher Education Initiatives.**

EdCIL (India) Limited (**"EdCIL"**), a "Mini Ratna" Central Public Sector Enterprise (CPSE) under the administrative control of the Ministry of Education ("**MoE**"), Government of India, (herein after referred as 'EdCIL') invites request for proposal to select an agency to manage the following initiatives under Higher Education:

1. To Mobilise CSR sponsors and impact investors' fund to support student enrolment into and completion of higher education in the form of (i) **grant-based scholarships** for meritorious students lacking means and (ii) **subsidised student loans**;
2. Provide support for development of "**Allied Infrastructure"** in Higher Education Institutions for essential infrastructure such as student housing, examination hall, laboratory, academic block, auditorium, convention centre, sports facilities, etc.

To manage and support the activities that will further the above initiatives, EdCIL intends to select an agency to provide focused support to conceptualize, design, develop and monitor these initiatives. Accordingly, EdCIL invites RFP from interested bidders. The salient features of the project are as follows:

### 1. Salient feature

| | | |
|---|---|---|
| **1** | Name of Work: | Invitation for Open, online e-tendering, Two-packet, QCBS Based Request for Proposal for Higher Education Initiatives; |
| **2** | Date of availability of Tender Document | 30th December 2022 |
| **3** | Mode of Selection | Open e-Tender two packet on QCBS system |
| **4** | Last date and time for submission of bids | 16th January 2023 (15.00 Hrs) |
| **5** | Bid validity | 180 days from the date of submission of Bid |
| **6** | Cost of Bid Document | NIL |
| **7** | Tender availability at | www.edcilindia.co.in/tenders, http://www.tenderwizard.com/EDCIL CPP Portal (Central Public Procurement Portal) |
| **8** | Earnest Money Deposit (EMD) | Rs.6,12,500/- Lakh (Rupees Six Lakh Twelve thousand five hundred only) Refundable, to be submitted along with the bids as Demand Draft/Bank Guarantee from any of the Nationalized banks (DD in favour of EdCIL (India) Limited payable at Noida) |

| | | |
|---|---|---|
| | | Note: Bidders registered with MSME are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI, applicable as on the date of NIT. |
| **9** | Nature of bid process | QCBS, Open, Online, Two-packet system – Technical and Financial proposals; |
| **10** | Participation of Individual Firm | Joint Venture/Consortium/Sub-contracting not allowed |
| **11** | Proposal Evaluation Process | Quality cum Cost Based System (QCBS) of evaluation 70:30 (70% weightage for technical proposals and 30% weightage for financial proposals) |
| **12** | Duration of Work | Two Years (extendable to 2 more years on annual basis as per project requirements as well as Performance of the successful bidder) |
| **13** | **Address for Communication** | Chief General Manager (EIS & EPS)<br>EdCIL (India) Limited, 18 A, Sector-16A,<br>Noida-U.P.-201 301, Ph. No.: 0120-4310840<br>cgm.infracivil@edcil.co.in, eprocure@edcil.co.in |

2. Those bidders who do not have prescribed experience in the field particular with the Education sector need not apply.

3. **Availability of Bid document**

   The complete Bid document can be viewed / downloaded from the EdCIL Web site i.e. https://www.edcilindia.co.in/tenders and http://www.tenderwizard.com/EDCIL and CPP portal free of cost.

4. The bidders are advised to submit their bids well before the bid due date. EdCIL shall not be responsible for any delay in submission of bids for any reason whatsoever.

5. Tender shall be submitted as per “Instructions to Bidders” forming a part of the tender document.

6. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.

7. EdCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all bids without assigning any reasons thereof. EdCIL’s assessment of suitability as per eligibility criteria shall be final and binding.

8. Bidders may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such bidders shall be forfeited. The decision of EdCIL in this regard shall be final and binding.

9. EdCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and to open financial bid(s), subject to their final verification. In the

event of any document being found false, the provisional qualification shall be treated as non-responsive, and the next lower composite scorer shall automatically come to the position in place of disqualified bidder. Action against such disqualified bidders shall be taken as per above clause no. 8.0 of Notice Inviting Tender.

10. The validity of the offer shall be open for 180 days after the date of opening (Technical Bid) of the tenderer.
11. Participation by JV (Joint Venture) or Consortium will not be allowed.
12. **Schedule of the bidding process**: EdCIL would endeavour to adhere to the following schedule:

| Event | Date – deadline |
|---|---|
| Release of RFP | 30.12.22 |
| Last date for submission of Pre-Bid Query through email (Please mention “Pre-Bid Query” in the subject line), Queries received after due date shall not be entertained) | 10.01.23 |
| Pre-Bid meeting (Offline/ online) (Date, Time & place/link will be uploaded on EdCIL’s Website only) | 11.01.23 |
| Last date and time for submission of bids | 16.01.23 at 15:00 Hrs |
| Technical Bid opening | 16.01.23 at 15:30 Hrs |
| Presentation by the Bidders to the Evaluation Committee | Shall be intimated Later to the eligible bidders |
| Financial Bid opening | Only for Technically qualified bidders |

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

You are invited to submit your proposal as per the RFP document.

For & On Behalf of
EdCIL India Ltd.,

sd/-
Chief General Manager (EIS & EPS)

## SECTION 2: INSTRUCTIONS FOR E-TENDERING

### 2.1 Instructions for Online Bid Submission:

2.1.1 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.

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

2.1.3 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, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.

2.1.4 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 of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

2.1.5 All Corrigendum/ Addendum/ Amendment/Corrections, if any, will be published on the website http://www.tenderwizard.com/EDCIL.

2.1.6 It is mandatory for all the applicants to have Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.

**2.1.7** To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the Tender Wizard E-Tendering Portal of http://www.tenderwizard.com/EDCILto have user ID & Password from Tender Wizard E-Tendering Portal.

2.1.8 **Register your organization on Tender Wizard E-Tendering Portal by following link** http://www.tenderwizard.com/EDCIL **well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal for obtaining credentials by paying Annual registration charges. Vendor Registration is Valid for 1year.**

2.1.9 Get your organization's concerned executives trained on **Tender Wizard E-Tendering**

**Portal** well in advance of your first tender submission deadline on E-tender Site.

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

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

2.1.12 Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/ 9686115318/ 9650520101/ 8800445981.

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

- Telephone: 080-49352000/9686115318 or
- Write us mail on Email Id:
  - harishkumar.kb@etenderwizard.com,
  - ambasa@etenderwizard.com,
  - twhelpdesk759@gmail.com,
  - twhelpdesk963@gmail.com

2.2 **Digital Signature Certificates**

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC)of Class 2or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

2.3 **Registration**

2.3.1 To use the **Tender Wizard E-Tendering Portal**, vendors need to register on the portal by going on the link provided at EdCIL tender webpage as http://www.tenderwizard.com/EDCIL. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In **Tender Wizard Portal** terminology, this person will be referred to as the Super User (SU)of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page)and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

2.3.2 After successful submission of Registration details and Annual Registration Fee, please contact **Tender Wizard** Helpdesk (as given below), to get your registration

accepted/activated.

2.3.3 **Important Note:**

I. To minimize the problems during the use of **Tender Wizard E-Tendering Portal** (including the Registration process), it is recommended that the user should use as per the instructions given under 'Tender Wizard E-Tendering Portal User-Guidance Centre' located on Home Page, including instructions for timely registration on Portal. The instructions relating to 'Essential Computer Security Settings for Use of Tender Wizard E-Tendering Portal and 'Important Functionality Checks' should be especially taken into cognizance.

II. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

## 2.4 SEARCHING FOR TENDER DOCUMENTS

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

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

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

## 2.5 PREPARATION OF BIDS

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

2.5.2 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 document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

## 2.6 SUBMISSION OF BIDS

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

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

2.6.3 Bidder has to pay the EMD as applicable through demand draft as per tender condition in favour of "EdCIL (India) Ltd" payable at Noida and enter details of the instruments. An original copy of demand draft for EMD is required to be submitted.

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

2.6.5 The server time (which is displayed on the bidder's dashboard) 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.

2.6.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

## 2.7 ASSISTANCE TO BIDDERS

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

| **EdCIL / Tender Wizard E-Tendering Portal Helpdesk** | |
|---|---|
| Telephone/ Mobile | Customer Support:080-49352000 (Multiple Telephone lines)<br>EmergencyMobileNumbers:9686115318/ 9650520101/ 8800445981<br>(Please contact in case of emergency during non-working hours.) |

| | |
|---|---|
| E-mail ID | **To Tender Wizard**<br>harishkumar.kb@etenderwizard.com<br>ambasa@etenderwizard.com<br>twhelpdesk759@gmail.com<br>twhelpdesk963@gmail.com<br>& cc to: eprocure@edcil.co.in<br>Cgm.infracivil@edcil.co.in |

2.8 **Offline Submissions: (AS PER TENDER REQUIREMENT)**

2.8.1 The bidder is requested to submit the following documents in a Sealed Envelope to the above-mentioned address (given in NIT) before the start of Public Online Tender Opening Event.

**i.** Original EMD in the form of Demand Draft/BG as applicable.

**ii.** Original copy of the power-of-attorney, if applicable.

**iii.** Bidders are advised to submit the technical bid documents fulfilling the minimum qualification criteria, as instructed in the RfP;

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

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

2.9 **Public Online Tender Opening Event (TOE)**

2.9.1 Tender Wizard E-Tendering Portal offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization for the Public Online TOE.

2.9.2 Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s). Simultaneous online presence of the participating bidders' representatives for TOE has been implemented on Tender Wizard E-Tendering Portal.

2.9.3 Tender Wizard E-Tendering Portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.

2.9.4 Tender Wizard E-Tendering Portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

## 2.10 CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

2.10.1 Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on **Tender Wizard E-Tendering Portal**.

2.10.2 Register your organization on **Tender Wizard E-Tendering Portal** well in advance of the important deadlines for your first tender on Tender Wizard E-Tendering Portal viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

2.10.3 Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on the Portal.

2.10.4 For responding to any particular tender, the tender (i.e., its Tender Search Code or Tender No) has to be assigned to an MA. Further, an '**Official Copy of Tender Documents'** should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

2.10.5 Submit your bids well in advance of tender submission deadline on Tender Wizard E-Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)

2.10.6 Tender Wizard E-Tendering Portal will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

## 2.11 MINIMUM REQUIREMENTS AT BIDDER'S END

2.11.1 Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity.

2.11.2 Digital Certificate(s).

**Note:**

2.11.3 The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

2.11.4 All envelopes should be securely sealed and stamped.

2.11.5 It is mandatory for the Bidder to quote for all the items mentioned in the tender.

## SECTION 3: INSTRUCTIONS TO BIDDERS

### 3.1. Introduction

3.1.1. Based on the open e-tendering system under Two packet system for QCBS, EdCIL intends to select a firm / organization, in accordance with the method of selection specified in this RFP document. Participants are advised that the selection of the firm shall be on the basis of an evaluation by EdCIL through the selection process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that EdCIL's decisions are without any right of appeal whatsoever.

3.1.2. The bidders are invited to submit Technical and Financial Proposals (collectively called as the Proposal), as specified elsewhere in the document, for the services required for the Assignment. The term Bidder/Participant/Agency/firm refers to a single entity submitting the Proposal.

3.1.3. The bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the bidder shall be required to enter into a contract with the EdCIL in the form specified in this RFP.

3.1.4. Bidders should familiarize themselves with the local conditions and take them into account while preparing their Proposals.

3.1.5. The EdCIL will timely provide, at no cost to the successful bidder, the inputs and facilities to carry out the services and provide relevant project data and reports related to the project available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the bidders towards preparation of their Proposals. The bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the EdCIL.

3.1.6. Bidders shall bear all costs associated with the preparation and submission of their proposals, presentation and contract-based discussions including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by EdCIL or any other costs incurred in connection with or relating to its Proposal. The EdCIL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3.1.7. EdCIL requires that the selected bidder provides professional, objective, and impartial advice and at all times hold EdCIL's interests 'paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected bidder shall not accept or engage in any assignment that may place it

in a position of not being able to carry out the assignment in the best interests of EdCIL and the Project.

3.1.8. It is the EdCIL's policy to require that the Bidder observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the EdCIL:

i. defines, for the purposes of this provision, the terms set forth below as follows:

a) Corrupt practice means the offering, giving, receiving, or soliciting anything of

b) value to influence the action of officials in the Selection Process or in contract execution; and,

c) Fraudulent practice means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the EdCIL and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non- competitive levels and to deprive the EdCIL of the benefits of free and open competition.

ii. will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the contract in question;

iii. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

3.1.9. The Successful Bidder is required to follow the highest level of work ethics, if the agency has a Conflict of Interest or indulge in - Prohibited Practices; the bidder is liable to be disqualified. Further, in the event the entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Bid submission date, it would not be eligible to submit a Proposal.

3.1.10. **Resolution of Disputes**

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

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

(ii) The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive

and binding on all parties to this order.

(iii) The venue of the arbitration should be the place from where the order is issued.

3.1.11. **Termination for Contract**

EdCIL will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Successful Bidder, the EdCIL will reimburse the expenses incurred by the Successful Bidder (upon submission of proof (with justification, linked with the payment terms) including closing-up of the project. If the contract is terminated due to the fault of the successful bidder for reasons not attributable to the EdCIL, the EdCIL will forfeit the performance security of the Successful Bidder.

3.1.12. **Brief description of the selection process:**

The EdCIL has adopted a two stage (collectively referred to as the —**Selection Process**) for the evaluation of the Proposals. The Bids shall comprise of two parts namely Technical and Financial Proposals. In the first stage, a technical evaluation will be carried out as specified in RFP document. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in RFP document. In the second stage, a financial evaluation will be carried out as specified in RFP document. Proposals will finally be ranked according to their combined technical and financial scores as specified in RFP document. The first/highest ranked Bidder (the "**Selected bidder**") may be called for the discussions on break up of cost/ Justification/basis, etc.
Details related to timelines and submission of deliverables at each stage is given in the TOR.

The Proposal of the Bidder shall be valid for a period of not less than 180 (one hundred and eighty) days from the bid submission date, also termed as date of Technical bid opening in this document.

3.1.13. **Number of Proposals**

No Bidder shall submit more than one bid/proposal for the said work.

3.1.14. **Visit to the EdCIL and Verification of Information**

Bidders are encouraged to submit their respective Proposals after visiting the office of the EdCIL or its delegates as the case may be and ascertaining for themselves the availability of documents and other data with the EdCIL, Applicable Laws and regulations or any other matter considered relevant by them. A Pre-Bid meeting is scheduled on a specified date and timings as mentioned elsewhere in the RFP document.

3.1.15. **Right to reject any or all Proposals:**

I. Notwithstanding anything contained in this RFP, the EdCIL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any

time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

II. Without prejudice to the generality of above, the EdCIL reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or discovered, or

b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the EdCIL for evaluation of the Proposal.

III. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the EdCIL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

3.1.16. **Acknowledgement by Bidder**

I. It shall be deemed that by submitting the Proposal, the Bidder has:

a) made a complete and careful examination of the RFP document;

b) received all relevant information requested from the EdCIL;

c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the EdCIL ;

d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

e) acknowledged that it does not have a Conflict of Interest; and

f) agreed to be bound by the undertaking provided by it under and in term hereof.

II. The EdCIL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the EdCIL.

3.1.17. **EMD:**

a) EMD of Rs.6,12,500/- Lakh (Rupees Six Lakh Twelve thousand five hundred only) to be paid in the form of Demand Draft/ Bank Guarantee in favour of EdCIL (India) Limited, payable at NOIDA.

Note: Bidders registered with MSME are exempted for submission of EMD and other guidelines by the MSME Ministry, GOI. applicable as on the date of NIT.

b) Copies of scanned **Demand Draft/ Bank Guarantee** towards EMD is to be uploaded in the Official Website and the original Demand Draft shall be delivered to EdCIL (India) Limited office at Noida on same day that of opening of the Technical Proposal as specified in RFP document. For Registered MSMEs (GoI), they need to upload their MSME registration certificate. Proposals unaccompanied with the aforesaid EMD shall be liable to be rejected by the Client.

c) **Refund of EMD**:

i. The EMD will be returned to unsuccessful bidder only after the RfP are finalized.

ii. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

iii. In Case of Successful Bidder, the EMD shall be refunded after submission of **Performance Bank Guarantee (3% of the bid offered value of the successful bidder)** from a Nationalized bank operating in India.

### 3.2. Clarification and amendment of RFP documents

3.2.1 Bidders may seek clarification on this RFP document, within the stipulated time as shown in NIT of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) to the following email addresses:

E-mail: cgm.infracivil@edcil.co.in, eprocure@edcil.co.in

3.2.2 At any time before the submission of Proposals, the EdCIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the EdCIL's Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the EdCIL may at its discretion extend the Bid submission date/ date of Bid submission.

3.2.3 The date/mode (online/offline) of the Pre-Bid Meeting is mentioned in NIT. Bidders willing to attend the pre-bid should inform EdCIL beforehand in writing and email. The maximum no. of participants from a Bidder, who chose to attend the pre-bid meeting, shall not be more than two per Bidder. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

### 3.3. Clarification and or interpretation of reports

3.3.1 After submission of the deliverables by the successful bidder, to the satisfaction of the EdCIL, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the successful bidder shall, on receipt of written request form the EdCIL, furnish such clarification to the satisfaction of EdCIL within five (5) working days without any extra charge.

### 3.4. Ownership of document and copyright

3.4.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the successful bidder to the EdCIL in editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. The study outputs shall remain the property of the EdCIL and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Successful bidder consisting of any Intellectual Property Rights (**IPR**) of them, the Successful bidder shall provide the EdCIL with necessary irrevocable royalty- free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the programme, shall be and remain property of the EdCIL.

### 3.5. Forfeiture of EMD/ Bid Security

3.5.1 The EdCIL will be entitled to forfeit and appropriate the EMD/bid security as mutually agreed loss and damage payable to EdCIL in regard to the RFP without prejudice to EdCIL's any other right or remedy under the following conditions:

i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;

ii. If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,

iii. In the case of the Successful Bidder, if the Successful Bidder fails to sign the contract or provide the Performance Security within the specified time limit,

or

iv. If the Bidder commits any breach of terms of this RFP or is found to have made a false, representation to EdCIL.

3.5.2 Performance Security equivalent, if applicable to the amount indicated in this RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP / contract.

3.5.3 For the successful Bidder the Performance Security shall be retained by EdCIL until the completion of the assignment by the agency and be released 180 (One Hundred Eighty) days after the completion of the assignment.

## 3.6. Eligibility of Bidders

| S. No. | Basic Requirement | Eligibility Criteria | Documents Required |
|---|---|---|---|
| 1 | Legal Entity | The Bidder should be registered in India under the Indian Companies Act 2013 or a partnership firm registered under the Limited Liability Partnership Act 2008 and should have operated in India for a **minimum of 5 years** in Business Consulting as of March 31, 2022. | Copy of Certificate of Incorporation/ Registration |
| 2 | Annual Turnover | Average Annual Turnover of last 3 financial years of the firm from Advisory consultancy business should be minimum of **INR 25 crore** as on March 31, 2022<br>(FY 2019-20; 2020-21; 2021-22) | Statutory Auditor Certificate with CA's Registration Number/ Seal or CA Certificate; |
| 3 | Net worth Certificate | The net worth of the bidder, as on 31-Mar-2022, should be positive and should be profit making; | CA Certificate with CA'sRegistration Number/ Seal |
| 4 | Quality Certification | The bidder should have the following valid Quality Certification: ISO 9001, ISO14001, ISO 20000, ISO 27001; | The copy of the certification |
| 5 | Government Advisory Services | The bidder should have experience of at least 2 Nos. advisory/ consultancy assignments for Government (State, Centre or ULBs) / Public Sector consulting services in India. | Copy of the Work Orders/Contract agreement |
| 6 | Project Management certification | The bidder should have minimum of 5 employees certified on PMP/ PRINCE2 | Copies of PMP/ PRINCE2 certification |
| 7 | Non-Blacklisting/Debarment | The Bidder should have not been blacklisted, barred, or disallowed by any State or Central; Government. This includes any pending criminal cases for fraud / corruption. | A self-declaration by the CEO / Director of the Bidder to this effect to be provided by the bidder as per Annexure-3. |
| 8 | Tax Registration | The bidder should have a registered number of GST Income Tax / Pan number | Copies of relevant certificates of registration |

| | | | |
|---|---|---|---|
| 9 | Power of Attorney | Board / Director Authorization for the authorized signatory | Authorization Letter as per format given at Annexure-1. |
| 10 | Relevant Experience | The bidder (no JV or Consortium allowed), should have taken up in the last 3 years (as on March 31, 2022), **any three** of the following, provided meeting the qualification at point no.1 below is mandatory:<br>1. PMU for a State or Central Government with minimum order value of Rs. 10 crore;<br>2. Creative / Digital Media / PR (Public relation) work for a State or Central Government of work value of Rs. 5.0 crore or more.<br>3. Application / Technology/ Consulting for a State or Central Government with a work order value of Rs. 2.5 Crore or more.<br>4. Experience of working with at least 3 Central Government Agencies; | Copy of the Work Order (in a single work order), prior to April 01, 2022 |

## 3.7. Preparation of proposal

3.7.1 Bidders are requested to submit their proposal in English Language and strictly in the formats provided in this RFP. EdCIL will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Bidder with its proposal or subsequently, in response to any query/clarification from EdCIL shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

3.7.2 While preparing their Proposal, bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.7.3 **Technical Proposal**:
Bidders shall submit the technical proposal in the formats at Form 3A (the "Technical Proposal") to be scanned and uploaded online as given in Section-2. While preparing the Technical Proposal, Bidders must give particular attention to the following:

i. The Bidder is to deploy the Core team which includes team leader on full-time basis at the Client. The deployment of individuals from Resource pool will be based on requirement of programme, and its stakeholders/deptts.

ii. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

**iii. The key personal (team leader and personnel whose CVs to be considered for technical evaluation-total 8 nos.) must be an employee of the firm.**

iv. The Bidder is to ensure that the time allocated for the individuals from Resource pool does not conflict with the time allocated or proposed for any other assignment. The EdCIL reserves the right to request a workload projection (including time spent on other projects/clients) for the individuals from Resource pool.

v. No such Key Personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

vi. The Key Personnel shall remain available for the period as indicated in the RFP Document.

vii. No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.

viii. Each CV needs to have been recently signed by the Key Personnel and / or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of Key Personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.

ix. A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement of the RFP document.

x. Work order/completion certificate for the projects listed under the experience section. The work order/completion certificate must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.

xi. The personnel proposed should possess good working knowledge of English Language.

xii. No Key Personnel involved should have attained the age of 65 (Sixty-five) years at the time of submitting the proposal. The EdCIL reserves the right to ask for proof of age, qualification, and experience at any stage of the project.

xiii. The technical proposal must not include any financial information

3.7.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, EdCIL will be entitled to reject the Proposal.

3.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the Authorised Representative) as detailed below:

i. by the partner holding the Power of Attorney in case of a partnership firm / limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)

ii. by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney / Board Resolution shall accompany the proposal);

3.7.6 Bidders should note the Bid Submission Date, as specified in NIT/data sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Submission Date as specified in NIT/Data Sheet additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the EdCIL reserves the right to seek clarifications in case the proposal is nonresponsive on any aspects.

3.7.7 The firm can bid as sole bidder only, any joint venture or consortium is not allowed. Further, subcontracting of the assignment is not allowed.

3.7.8 The Technical Proposal should provide the following information using the attached Standard Forms.

i. Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFP document.

ii. The comments and suggestions provided by the Bidder on the RFP / Contract / TOR are not binding and shall not affect the financial proposal.

iii. Detailed Approach and Methodology for undertaking the current Assignment.

iv. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.

v. The bidder shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total bid cost. Bidder should provide time estimates of Key Personnel as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to;

vi. For sake of bidding uniformity and transparency, the bidder must use the minimum specified personnel classifications / categories and durations for Key Professionals as

prescribed and Resource Pool in the prescribed format. The actual staffing may vary depending on the scope of work for each year. The EdCIL reserves the right to change or modify the Key and Resource Pool at any time;

vii. Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

3.7.9 **Financial Proposal**: While preparing the financial proposal (the Financial Proposal), Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. In submitting the Financial Proposal, the bidder shall adhere to the following requirements:

i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel including support staff (Expatriate and Resident, in the field, office, etc), the cost related to boarding, lodging, travel, entitlements, IT software design, software management etc. **The percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.** In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the RfP document, levies and other impositions applicable under the prevailing law on the bidding agency and their staff. For the avoidance of doubt, it is clarified that all taxes, **excluding GST**, shall be deemed to be included in the cost (in percentage). Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

iii. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.

3.7.10 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

3.7.11 Bidders shall express the price of their services in Indian Rupees.

3.7.12 The Bidders may be subjected to local and other taxes (such as: social charges or income taxes on non - resident foreign personnel, duties, fees, levies etc) on amounts payable by the EdCIL under the Contract. Bidders must do their due diligence about the tax implications and EdCIL will not be liable for any incident.

3.7.13 The Proposals must remain valid for a period as specified in the NIT. During this period, the Bidder is expected to keep available the Key Professional proposed for the assignment. If the EdCIL wishes to extend the validity period of the Proposals, it may ask the bidders to extend the validity of their Proposals for a stated period. The Bidders must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Bidders, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals.

The EdCIL will return the bid security deposits of the Bidders who do not extend the period of validity of their Proposals and wish to withdraw.

3.7.14 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by EdCIL prior to Bid submission date as given in the NIT/ modified, substituted, or withdrawn by the Bidder on or after the Bid Submission date. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RFP, with the envelopes being additionally marked **MODIFICATION**, **SUBSTITUTION** or **WITHDRAWAL**, as appropriate.

3.7.15 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Bid submission date, unless the same has been expressly sought for by EdCIL, shall be disregarded.

3.7.16 The percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

## 3.8. Submission, Receipt and opening of proposals

3.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Firm itself. Any such corrections must be signed by the person or persons who sign(s) the Proposal.

3.8.2 The Authorised Representative of the Bidder should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representative authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

## 3.9. Proposal submission

i. Submission of original Hard Copies (except EMD & power of attorney) of the uploaded RFP documents by participating bidders to the tender inviting authority before opening of the price bid is dispensed with.

ii. All the bidders shall invariably upload the self-signed copies of RFP documents and proof of online payment towards processing fee in e-procurement system and this will be the primary requirement to consider the Proposal as responsive. The bidder must sign underneath/ bottom of certificates/ documents before up-loading duly accepting to take responsibility for the authenticity and correctness of the certificates/ documents uploaded.

iii. The EdCIL shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, scanned copy of DD/BG towards EMD is to be uploaded in the e-procurement system and price bids of the responsive bidders shall be opened. The original DD/BG is to be in receipt of EdCIL prior to opening of the price bid of the bidders.

iv. The EdCIL will notify the successful bidder for submission of original hard copies of all uploaded documents prior to entering into agreement.

v. The successful bidder shall invariably furnish the certificates/documents of the uploaded scanned copies to the Tender inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. On receipt of certificates/ documents, EdCIL, shall ensure the authenticity of certificates / documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.

## 3.10. Proposal evaluation

### General

3.10.1 As part of the evaluation, the Technical Proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. For Bidders who meet the Minimum Qualification Criteria (Shortlisted Bidder (s)), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

3.10.2 Prior to evaluation of Proposals, the EdCIL will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The EdCIL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

**RFP /Technical Proposal (Pre-Qualification Stage)**

i. The Technical Proposal is received in the form specified in this RFP;
ii. it is received by the Bid Submission Date including any extension thereof in terms hereof;
iii. it is accompanied by the Processing Fee as specified in this RFP;
iv. it is accompanied by the Power of Attorney, for the Authorised Representative;
v. it does not contain any condition or qualification; and
vi. it is not non-responsive in terms hereof.

**Technical Proposal**

i. the Technical Proposal is received in the form specified in this RFP;
ii. it is received by the Bid Submission Date including any extension thereof in terms hereof;
iii. it is signed and marked as stipulated in this RFP;
iv. it does not contain any condition or qualification; and
v. it is not non-responsive in terms hereof.

**Financial Proposal**

i. The Financial Proposal is received in the form specified in this RFP
ii. it is signed, and marked as stipulated in this RFP;
iii. it does not contain any condition or qualification; and
iv. It is not non-responsive in terms hereof.

3.10.3 The EdCIL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the EdCIL in respect of such Proposals. However, EdCIL reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The EdCIL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

3.10.4 As part of the evaluation, the Technical Proposals submitted should fulfil the Minimum Qualification Criteria. In case a Bidder does not fulfil the Minimum Qualification Criteria, the Financial Proposal of such a Bidder will not be opened and evaluated further.

**Technical Evaluation**

3.10.5 To facilitate evaluation of Proposals, EdCIL may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by EdCIL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought by EdCIL within the specified time, its Proposal may be liable to be rejected. In case the Proposal is not rejected, EdCIL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation by Client.

3.10.6 EdCIL reserves the right to verify all statements, information and documents, submitted by the Bidder in response to this RFP. Any such verification or absence of verification by EdCIL shall not in any manner whatsoever relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Client.

3.10.7 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Bidder or if the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected as the Bidder (either by issuance of the LOA or entering into of the Contract), and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or In this RFP, be liable to be terminated, by a communication in writing by EdCIL without EdCIL being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, EdCIL shall, without prejudice to any other right or remedy that may be available to Client, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to EdCIL for, *inter alia*, time, cost and effort of Client;

provided that in the event the Performance Security has not been provided, EdCIL have the right to forfeit the Bid Security and the Bidder, as the case may be, shall be liable for the difference.

### 3.10.8 Technical Evaluation Criteria

The evaluation committee appointed by the EdCIL will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

| Sl | Technical Evaluation Criteria | Min Marks | Max Marks |
|---|---|---|---|
| **1** | The bidder should have experience of at least 02 Nos. advisory/ consultancy assignments for Government (State, Centre or ULBs) / Public Sector consulting services in India. In case of more than 02 nos. the following is the criteria of evaluation:<br>(i) 2-4 Nos. assignments for Government: 5 Marks<br>(ii) >=5 Nos. assignments for Government: 10 Marks | 5 | 10 |
| **2** | The bidder should have minimum of 5 employees certified on PMP/ PRINCE2. In case of more than 05 nos. the following is the criteria of evaluation:<br>(i) 5-9 Nos. employees certified on PMP/ PRINCE2: 5 Marks<br>(ii) >=10 Nos. employees certified on PMP/ PRINCE2: 10 Marks | 5 | 10 |
| **3** | The bidder should have set up in the last 3 years (as on March 31, 2022), at least 1 no. PMU for a State or Central Government with minimum order value of Rs. 10 crore; In case of PMU of higher value the following is the criteria of evaluation:<br>(i) 10-19 Crore value: 5 Marks<br>(ii) >=20 Crore value: 10 Marks | 5 | 10 |
| **4** | Approach and Methodology including Work Plan Schedule & understanding of the Scope of Work (A presentation shall be made by the bidders meeting the minimum qualifying criteria) | - | 30 |
| **5** | **Project Team:** CVs of 8 Team members to be provided in the format given at Form 4 G. | | **40** |
| **5.1** | Team Leader | - | 5 |
| **5.2** | Person with PPP, Infrastructure and Finance Expertise | - | 5 |

| Sl | Technical Evaluation Criteria | Min Marks | Max Marks |
|---|---|---|---|
| **5.3** | SME Finance | - | 5 |
| **5.4** | Impact Assessment Lead | - | 5 |
| **5.5** | Procurement Expert | - | 5 |
| **5.6** | Career Counselling Expert | - | 5 |
| **5.7** | Project Management Expert (1) | - | 5 |
| **5.8** | Social Media Expert (1) | - | 5 |
| | **Total** | | **100** |

3.10.9 The minimum technical score required to qualify technical evaluation is **70 points out of 100**. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The EdCIL will notify Bidders who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

3.10.10 The EdCIL will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

3.10.11 The Financial Proposals submitted on e-procurement platform shall be opened on the scheduled date given in the NIT/data sheet. The name of the Bidders, their technical scores and the proposed prices shall be recorded when the Financial Proposals are opened.

3.10.12 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

3.10.13 The percentage indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in % (Percentage) only.

3.10.14 The evaluation committee will determine whether the Financial Proposals are complete, qualified and unconditional. The cost for IT & office maintenance and Management Information System (MIS) software and hardware costs will also be included in the given cost in percentage. For the avoidance of doubt, it is clarified that in no event shall the successful bidder be entitled to reimbursement of cost greater than the quoted.

3.10.15 The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

Sf = 100 x Fm / F
[in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in Rs.) under consideration]

3.10.16 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights:

S = St x Tw + Sf x Fw;
where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.7: 0.3.

3.10.17 The Bidder achieving the highest combined technical and financial score will be considered to be the successful Bidder and will be invited for contract signing (the Successful Bidder).

## 3.11. Discussion

3.11.1 The Successful Bidder may, if necessary be invited for discussions. The discussion shall generally not be for the price of the Proposal but will be for re-confirming the obligations of the bidder under this RFP. Issues such a deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Successful Bidder fails to reconfirm its commitment, the EdCIL reserve the right to designate the next ranked Bidder as the Successful Bidder and invite it for negotiations.

3.11.2 The EdCIL will examine the CVs of all other Key Professionals and those not found suitable shall be replaced by the Bidder to the satisfaction of the Client.

3.11.3 Having identified the Successful Bidder, among other things, on the basis of an evaluation of proposed Key Professional, the EdCIL expects that the staff named in the proposal shall be made available by the Successful Bidder for the purpose of this contract and prior to contract execution, the EdCIL will require assurance from the Successful Bidder that the staff will be actually available assuming the contract to continue for a term of two (2) years.

3.11.4 Since the contract may, in case of annual extension by the clients, last for up to two (2) years, some staff turnover in the Key Professional may be expected. The Bidder will fill a vacancy with equally or better qualified and experienced staff immediately. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Professional, the Bidder shall forthwith, and in any event within a period of 30 days from the date when the relevant Key Personnel cease to be available for the Project, provide as a replacement a person of equivalent or better qualifications; provided that the Bidder may replace not more than two (2) Key

Professional members and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Bidder is unable to provide a permanent replacement within the aforementioned period, the Bidder shall, subject to approval by the EdCIL, provide a temporary resource for not more than 6 months. The temporary resource shall be of equivalent or better qualifications and the Bidder shall be paid not more than ninety percent (90%) of the agreed rate of the personnel being replaced. Permanent replacement personnel shall be subject to EdCIL approval, and for the first replacement of personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the personnel being replaced and for a subsequent replacement for such role, the remuneration for permanent replacement personnel shall not exceed eighty percent (80%) of the then applicable rate. For avoidance of doubt, the EdCIL will not consider any staff turnover as the basis for any project delays – the Bidder is expected to meet every deliverable due dates, and the project completion milestones as approved by the EdCIL.

3.11.5 If the Successful Bidder fails to execute the contract within the prescribed time, the EdCIL will invite the Bidder that received the second highest score to contract negotiations.

## 3.12. Award of Contract

3.12.1 After selection, a Letter of Acceptance (LOA) shall be issued, in duplicate, by EdCIL to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, EdCIL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the EdCIL on account of failure of the Successful Bidder to acknowledge the LOA, and the next highest-ranking Bidder may be considered.

### 3.12.2 Performance Security:

iv. Performance Security equivalent to **Performance Bank Guarantee (3% of the bid offered value of the successful bidder)** from a Nationalized bank operating in India. shall be furnished by the successful bidder, before signing of the contract, in form of a Bank Guarantee from Nationalised bank substantially in the form specified at Annexure-2 of the contract. The PBG must be valid for 90 days beyond completion of project and will be released within 1 month after receipt of written request from the successful bidder.

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to EdCIL's any other right or remedy here under or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by EdCIL as the mutually agreed pre-estimated compensation and damage payable to EdCIL for, *interalia*, the time, cost and effort of EdCIL in regard to

the RFP including the consideration and evaluation of the Proposal under the following conditions:

a) If a Bidder engages in any of the Prohibited Practices specified elsewhere in this RFP;

b) If the Bidder is found to have a Conflict of Interest as specified else where in this RFP; and

c) If the selected Bidder commits a breach of the Agreement

**3.12.3 Execution of contract:**

After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.

3.12.4 After execution of the Contract with the Successful Bidder, the EdCIL will notify the other Bidders.

**3.12.5 Commencement of Assignment:**

The Successful Bidder is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the EdCIL may invite the second ranked Bidder for contract signing. In such an event, the Bid Security/Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by the Client.

## 3.13. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified that it has been awarded the contract.

3.13.1 Subject to the provisions of the above clause, all documents and other information provided by EdCIL or submitted by a Bidder to EdCIL shall remain or become the property of Client. Bidders are to treat all information as strictly confidential. EdCIL shall not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the bidder to EdCIL in relation to the programmes under scope shall be the property of EdCIL.

## 3.14. Dispute Resolution

3.14.1 As specified else where in the RFP document, the selection process shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the selection process.

## 3.15. Fraud and corrupt practices

3.15.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the EdCIL will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the EdCIL will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the EdCIL for, inter alia, time, cost and effort of the EdCIL, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

3.15.2 Without prejudice to the rights of the EdCIL under this Clause, hereinabove and the rights and remedies which the EdCIL may have under the LOA or the Agreement, if an Bidder, is found by the EdCIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the EdCIL during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the EdCIL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.15.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

i. corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the EdCIL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical expert/ adviser of the EdCIL in relation to any matter concerning the Project;

ii. fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the EdCIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 3.16. Miscellaneous

3.16.1 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the EdCIL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

3.16.2 All documents and other information provided by EdCIL or submitted by an Bidder to EdCIL shall remain or become the property of EdCIL. Bidders are to treat all information as strictly confidential. EdCIL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the bidder to EdCIL in relation to the programme shall be the property of EdCIL.

3.16.3 The EdCIL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

**3.16.4 The following documents are to be submitted as part of the RFP**

1. Prequalification Documents as per Section 3
2. Technical Proposal as per Technical Format in Section 4
3. Team CVs as per Section 3
4. Financial Proposal in the financial format in Section 5

## 3.17. Team Structure

**Project Management Units**

| **Team Composition** | | | | | |
|---|---|---|---|---|---|
| **S. No.** | **Role** | **No.** | **Profile** | **Time*** | **Experience** |
| **1.** | Team Leader responsible for programme design, direction, policy and management | 1 | Professional with 15+ years of experience | 24 months | Postgraduate. Experience in: Programme design and management in large scale education |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | projects, education infrastructure, CSR programmes, bid process management, multi stakeholder consultations and project coordination |
| **2.** | Finance/Infrastructure/PPP expert | 1 | Professional with 15+ years | 24 months | Postgraduate Experience in: consulting with PPP infrastructure and finance projects experience |
| **3.** | SME Finance | 1 | Professional with 15+ years | 24 months | Postgraduate Experience in: consulting with banks/ financial institutions, software, lending specifically for student loans |
| **4.** | Impact Assessment Lead responsible for drafting assessment processes | 1 | Professional with 15 years of experience | 24 months | Postgraduate Experience in: public education and social sector programmes, monitoring and evaluation, data gathering, research, analysis, and assessment frameworks |
| **5.** | Procurement Expert | 1 | Professional with 10 years of experience | 24 months | Graduate, Experience in: procurement in government projects |
| **6.** | Career Counselling Expert | 1 | Professional with 10 years of experience | 24 months | Graduate with certification in career counselling Experience in: capacity building of young adults and adults, career counselling and organisational team building |
| **7.** | Civil Engineer | 1 | Professional with 6 years of experience | 24 months | Graduate, Experience in: education infrastructure projects |
| **8.** | Outreach Professional | 1 | Professional with 3 years of experience | 24 months | Graduate Experience in: outreach, and stakeholder coordination |

| | | | | | |
|---|---|---|---|---|---|
| **9.** | Project Management Professional | 1 | Professional with 3 years of experience | 24 months | Post graduate<br>Experience in: Project Management, monitoring and reporting |
| **10.** | Social Media Expert | 1 | Professional with 3 years of experience | 24 months | Graduate<br>Experience in: Social media management, design, tracking and managing social media initiatives |
| **11.** | Technology Expert | 1 | Professional with 5 years of experience | 24 Months | Graduate<br>Experience in: Managing, development of technology platforms and apps |
| **12.** | Digital Expert | 1 | Professional with 5 years of experience | 24 months | Graduate<br>Experience in: Managing, development of digital tools/creatives |
| **13.** | Regional Coordinators, with 1 based out of Delhi and 2 based out of Chandigarh, Mumbai, Kolkata and Bangalore) | 5 | Professional with 2 years of experience | 24 months | Graduate<br>Experience in: programme management and coordination |
| **Subject to renewal* | | | | | |

### 3.18. Timelines and Milestones

| A | Deliverables | Timeframe |
|---|---|---|
| 1 | Developing a work plan for inviting financing partners/ agencies | T + 1 months |
| 2 | Conducting stakeholder workshops and or meetings with Ministry officials to obtain commitment / enter into MOUs | T + 2 months |
| 3 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 30 Cr for Higher Education Initiatives; | T+ 3 months |
| 4 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 100 Cr for Higher Education Initiatives; | T+ 9 months |
| 5 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 150 Cr for Higher Education Initiatives; | T+12 months |
| 6 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 200 Cr for Higher Education Initiatives; | T+15 months |

| | | |
|---|---|---|
| 7 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 250 Cr for Higher Education Initiatives; | T+18 months |
| 8 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to a total of Rs 300 Cr for Higher Education Initiatives; | T+ 21 months |
| 9 | Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs 350 Cr for Higher Education Initiatives; | T + 24 months |
| 10 | Map scholarship for NVS students with courses/institutes | T+ 6 months |
| 11 | Need assessment for requirement of Institutes, locations, to invite PPP partners / donors for allied infrastructure projects | T + 4 months |
| 12 | Preparation of reports and estimates for allied infrastructure projects | T + 8 months |
| 13 | Preparation of EoI etc for allied infrastructure projects | T + 12 months |
| 14 | Identify partners for development of allied infrastructure | T + 8 months |
| 15 | Ready or integrate digital tools – platform, apps | T + 3 months |
| 16 | Test run of Software platform(s) | T + 6 months |
| 17 | Ongoing registration of students in sync with academic calendar year for Higher Education Initiatives; | T + 24 months |
| 18 | Ongoing awareness building + outreach activities pan India in accordance with work plan | T+24 months |
| 19 | Ongoing coordination + social media support + design of events and programmes | T + 24 months |
| 20 | Survey Report on evaluation of interventions | T+12 months |
| **B** | **Payment advice** | |
| 1 | The payment shall be made to the successful bidder only after receipt of funds to the respective accounts of the receiver company. | |
| 2 | The quoted percentage shall be paid monthly/quarterly. | |
| 3 | The SPV or EdCIL shall not pay any advance/mobilization funds in any form/source to selected firm/organization on selection/inception for undertaking the activities. | |
| 4 | The contract will be for a period for 24 months and will be assessed for renewal at the end of 24 months. | |

T= Date of award of work/ Project commencement date;

## SECTION 4: TECHNICAL PROPOSAL STANDARD FORMS

The Technical Proposal shall comprise of an Executive Summary plus 3 sections as described below:

**Executive Summary:** This section shall be limited to 10 single sided pages (5 sheets double sided printing, excluding cover and back page if stand-alone document), minimum 11 font size, A4 paper size, inclusive of graphics

**PART 1** – **Specific experience of the firm(s) related to this assignment**. The write up in this section shall be limited to 20 single sided sheets excluding the requisite Format, with minimum 11 font size, A4 paper size. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets

**PART 2 – Proposed technical approach & methodology, work plan and organization/ staffing**. The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets

**PART 3** – **Qualification, experience and competence of the Key Professional**. The write up in this section should provide information on Key Professional qualifications, adequacy for the project assignment and familiarity with the local region. This section shall be limited to 20 single sided pages (10 sheets double sided), minimum 11 font size, A4 paper size. Formats to indicate the cost of Resource Pool is not included in the paper count. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets.

**Additional Information:** Bidders may include additional information in a separate Appendix. Any Appendix material will be treated as —for information only.

| | |
|---|---|
| Form 4A | Technical Proposal Submission Form |
| Form 4B | Format for Technical Proposal (Bidders Experience) |
| Form 4C | Format for Technical Proposal (Average Annual Turnover of Bidder) |
| Form 4D | Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client |
| Form 4E | Description of Approach, Methodology and Work Plan for Performing the Assignment |
| Form 4F | Team Composition and Task Assignments |
| Form 4G | Curriculum Vitae (CV) for Proposed Professional Staff |

## FORM 4A

## Technical Proposal Submission Form

[Location, Date]

**To:**
**The Chief General Manager (EIS/EPS)**
**EdCIL India Ltd.**
**EdCIL House, 18 A, Sector 16 A,**
**NOIDA 201301**
**Uttar Pradesh**

**RFP for Selection of an agnecy for various education initiatives;**

Dear Sir,

With reference to your RFP document…… dated ……, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Programme management unit for developing student housing and other essential infrastructure for higher education institutes. The Proposal is unconditional and unqualified.

We are submitting our Proposal as sole Bidder.

We understand you are not bound to accept any Proposal you receive.

Our Proposal is binding upon us, subject only to the modifications resulting from discussions in accordance with the RFP.

Further:

1. We acknowledge that EdCIL (India) Limited, Government of India will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals
2. This statement is made for the express purpose of selection of an agency for the aforesaid Project.
3. We shall make available to EdCIL, any additional information it may deem necessary or require for supplementing or authenticating the proposal.
4. We acknowledge the right of EdCIL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any

project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:

   (a) We have examined and have no reservations to the RFP, including any Addendum issued by the Client;

   (b) We do not have any conflict of interest in accordance with the terms of RFP;

   (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with EdCIL or any other public sector enterprise or any government, Central or State; and

   (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the bidder, without incurring any liability to the Bidders.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work for the Project or which relates to a grave offence that outrages the moral sense of the community
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by EdCIL in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the work for the Project is not awarded to us or our proposal is not opened or rejected.
13. We agree to keep this offer valid for one hundred eighty (180) days from the bid submission date specified in the RFP.

14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
15. In the event of we being selected as the successful bidder, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by EdCIL or in respect of any matter arising out of or concerning or relating to the selection process including the award of said work.
17. The Technical and Financial Proposal is being submitted in a separate cover online. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.
18. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder)

**FORM 4B**

**Format for Technical Proposal (Bidders Experience)**

**Project Specific Experience**

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by your Firm /entity (profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. Of Staff:</td></tr>
<tr><td colspan="2">Address& Contact Number:</td><td>No. Of Staff-Months:<br>Duration ofassignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Rupees):</td></tr>
<tr><td colspan="2">Name of Associated firm (s) if any:</td><td>No. Of Months of Professional Staff providedby Associated firm (s):</td></tr>
<tr><td colspan="3">Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services provided by your staff:</td></tr>
</table>

Kindly attach work order / work completion certificate with respect to every experience showcased.

**FORM 4C**

**Format for Technical Proposal (Average Annual Turnover of Bidder)**

**Average Annual Turnover**

| S. No. | Financial Year | Annual Turnover of Bidder (INR) |
|---|---|---|
| 1. | 2021-2022 | |
| 2. | 2020-2021 | |
| 3. | 2019-2020 | |
| **Average Annual Turnover** | | [ *indicate sum of the above figures divided by 3*] |

**Certificate from the Statutory Auditor**

This is to certify that..... [*Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Chartered Accountant)

Seal of the Firm

**Note:** Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts for the relevant years.

## FORM 4D

**Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

A: On the Terms of Reference

1.

2.

3.

4.

5.

B: On the data, services and facilities to be provided by the client

1.

2.

3.

4.

5.

C: On Technical Proposal

1.

2.

3.

D: General Comments

1.

2.

## FORM 4E

### Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The bidder will present its Technical Proposal (items a, b and c below) in no more than 30 single-sided or 15 double-sided printed sheets (A-4 size, minimum 11 font size). The page count does not include the Forms.

a) Technical Approach and Methodology,

b) Work Plan, and

*c)* Organization and Staffing*,*

## Form 4F
## Team Composition and Task Assignments

## FORM 4 G

**Curriculum Vitae (CV) for Proposed Staff**

| | | | | |
|---|---|---|---|---|
| **1. Field of Expertise** | | | | |
| **2. Domain Area** | | | | |
| **3. Name** | | | | |
| **4. Correspondence address** | | | | |
| **5. Contact Number** | | | | |
| **6. Email id** | | | | |
| **7. Present Position** | | | | |
| **8. Name of Firm** | | | | |
| **9. Date of Birth** | | | | |
| **10. Nationality** | | | | |
| **11. Education** | | | | |
| **12. Membership in Professional associations** | | | | |
| **13. Other Training** | | | | |
| **14. Countries of work** | | | | |
| **15. Languages** | | | | |
| **16. Years of experience** | | | | |
| **17. Work experience** | **From** | **To** | **Company** | **Position Held** |
| | | | | |
| | | | | |
| | | | | |
| **18. Work Undertaken that Best Illustrates Capability to Handle the Tasks** (Details of projects, clients, project description) | **Name of Project** | | | |
| | **Name of Company where employed:** | | | |
| | **Services Performed** | | | |
| | **Name of client** | | | |
| | **Period (year)** | | | |
| | **Project Description** | | | |

Certification:

I the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. Also, the organization, with whom I am associated, has no objection if I will work for EdCIL (India) Ltd. on individual capacity. I shall be available for the work as and when required.

_____

Date

## SECTION 5: FINANCIAL PROPOSAL - STANDARD FORMAT

| | |
|---|---|
| Form 5A | Financial Proposal Submission Form |

**FORM 5A**

**Financial Proposal Submission Form**

[Location, Date]

**To:**
**The Chief General Manager**
**EdCIL India Ltd.**
**EdCIL House, 18 A, Sector 16 A,**
**NOIDA 201301**
**Uttar Pradesh**

**RFP for Selection of agency for various Higher education initiatives;**
Sir/Madam,

We, the undersigned, offer to provide the subject services in accordance with your detailed terms of reference dated _____ subsequent corrigendum (if any). Our attached financial proposal is uploaded online. This amount is excluding of GST.

Our firm/organization M/s_____ will charge_____ (quote in %) of total amount mobilized from CSR sponsors and impact investors to support various Higher Education Initiatives as defind in the given TOR/Scope of work – to EdCIL's SPV.

**1. PRICE AND VALIDITY**

a) All the rates mentioned in our bid are in accordance with the terms as specified in the detailed terms of reference documents. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.

b) We hereby confirm that we understand that all the applicable taxes shall be including in the prices mentioned in the Financial Bid.

**2. QUALIFYING DATA**

We confirm having submitted the information as required by the detailed terms of reference document. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. EdCIL reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.

**3. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the detailed terms of reference document. Our bid prices are mentioned in the submitted Financial Bid. Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal.
We understand you are not bound to accept any proposal you receive. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained

in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorized Signatory of Bidder)

Signature:
Name:
Designation:
Address:
Seal:
Date:

## Other Formats

Other than the above format the bidder is requested to submit the following filled formats.

| | |
|---|---|
| Annexure-1 | Format for Power of Attorney |
| Annexure-2 | Format of Bank Guarantee |
| Annexure-3 | Self-Declaration – Non-Blacklisting |

## Annexure-1

### Format of Power of Attorney

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

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>……project, proposed to be developed by the

…….. (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

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

THIS …….. DAY OF …….. 2020.

For …… (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

……

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

Notes:

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

## Annexure-2

## BANK GUARANTE FORMAT

Name of the Bank: _____

To

EdCIL (India) Limited, Noida

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 ₹ _____ ( ₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Limited an amount not exceeding ₹ _____ ( ₹ _____ only) on demand by the EdCIL (India) Limited.

2. We _____ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Limited through the CGM, EdCIL (India) Limited or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Limited by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ ( ₹ _____ Only).

3. (A) We _____ (indicate the name of Bank ) further undertake to pay to the EdCIL (India) Limited any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein

contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Limited under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Limited 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) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Limited or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Limited within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Limited If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Limited the full amount of guarantee on demand and without demur.

6. We _____ ( indicate the name of Bank ) further agree with the EdCIL (India) Limited that the EdCIL (India) Limited shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Limited or any indulgence by the EdCIL (India) Limited to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Limited in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Limited 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.

## Annexure-3

### SELF-DECLARATION – NON-BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

EdCIL (India) Limited
(A Mini Ratna category-I CPSE of Government of India)
EdCIL House, 18 A, Sector-16 A NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender EdCIL/…… dated……..., I/We hereby declare that presently our organization is not declared ineligible/black listed/debarred for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted, may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder:
Authorized Signatory:
Seal of the Organization:
Date:
Place:

## SECTION 6: TERMS OF REFERENCE

This Terms of Reference (ToR) is for the successful bidder/agency to provide technical and implementation support for Higher Education Initiatives EdCIL.

### 6.1 Background

The vision under the National Education Policy 2020 (NEP) for Higher Education Institutions (HEI) is focused equally on research and teaching, on transforming HEI into multidisciplinary institutions with 3000+ students each, and internationalization of Higher Education (HE) by increasing inbound mobility of students.

In accordance with the above vision some targets for HEI have been articulated as below:

- By 2025 attract 200,000+ foreign students (~4 times the present number)
- By 2030 one multidisciplinary HEI in, or near every district
- By 2035 increase the GER in HE to 50% (from the current 27%)

To service the emergent demand and to accelerate the enrolment of both domestic and international students, the challenges of expansion, quality, inclusiveness and finance in HE would need to be addressed.

### 6.2 Agency Support

EdCIL (India) Limited, a “Mini Ratna” Central Public Sector Enterprise (CPSE) under the administrative control of the Ministry of Education, Government of India, proposes to be the implementation agency and willing to onboard an agency which will provide the required support to help actualize the NEP vision for HE for the above objectives. EdCIL is already the implementation partner for the Study in India programme since 2018.

The implementation activities under the project will involve a multi-stakeholder involvement to identify funding sources for Higher Education Initiatives, attract and mobilise funding, development of the scholarship design for funding and fund management, assessment of existing infrastructure gaps, discussion with key stakeholders including private partners, identification of various projects to be designed and implemented, software design and monitoring and evaluation to achieve the objectives at various stages and activities in a time bound outcome-oriented process. The target is to mobilise at least Rs 2000 cr in 5 years to service the activities and fund the education of students lacking means. These activities will be undertaken in compliance with government guidelines.

### 6.3 Focus areas for Agency support

In order, to create opportunity and access, and to address the requirement of quality education, affordability, infrastructure and student-friendly campuses in HEI, a three-pronged action plan for achieving traction for these targets is suggested:

- **Funding for students lacking means**: funding to be augmented, with a focus on creating opportunities for enrolments in STEM, and inclusion of girls and students from aspirational districts into HEI, Scholarships under CSR grants for meritorious students lacking means and subsidized loans through impact investment.
- **Motivate Private participation:** support for the design and provision of allied services to develop modern campus facilities building in efficiencies for quality and speedy implementation to support the internationalization of HE and the transformation of HEI into multidisciplinary institutions.
- **Awareness Building**: to promote tertiary education for encouraging the transition and retention of students into higher education and for inviting private participation to improve the indicators in higher education, will need awareness building activities among civil society school and young people from school and higher education institutions

**I : Funding support for students lacking means to increase enrolment in HEI**

1. The Ministry of Education, Department of Higher Education is keen to broaden the ambit of the scholarship programme to improve enrolment in Higher Education and encourage the transition of students leaving grade 12 into higher education, by supporting meritorious students lacking means. There are several ministerial programmes including the Pradhan Mantri Ucchatar Shiksha Protsahan (PM-USP) Scheme that support poor and meritorious students with scholarships. However, the need is larger as more than 1.5 crore children complete higher secondary education each year in India and only about 80 lakhs enter tertiary education.
2. Given the vast unmet need for education of these poor students, there is a requirement to widen the funding sources especially those from CSR sponsors and impact investors in a 2-pronged approach:
    a. **Scholarships:** Invite CSR support as scholarship grants for meritorious students lacking means to support the scholarship programme in an institutionalized framework with time bound targets. A scholarship programme can be planned to create a corpus of at least Rs 2000 Crores in next 5 years from CSR grants and impact investing. To kickstart this process the plan will aim to create a corpus from approximately 50 champion companies in the 1st year of its roll out or amounting to Rs 200 Cr at least.
    b. **Subsidized loans:** In addition, $1 bn impact fund for education loans can also be planned subsequently which will lower the loan burden for students by introducing a blended loan through private impact investors and the banking institutions at their market rate.
3. **Software/Tech Based platform**: the monies will be disbursed as DBT through the software platform. The Software platform dashboard will also be instrumental in capturing data, tracking the disbursals, utilizations and for Impact reporting which will be of value to the private funders and will help grow the fund with visibility of the outcomes and impact.

**II: Support for HEI infrastructure**

1. Given the increasing number of students and evolving policy inclusions in the development of HEI as multidisciplinary institutions and internationalization of Higher Education, the demand for an adequate supply of superior quality student accommodation and other essential infrastructure for the universities in India is on a rise. Increasing enrolments, rapid intra and inter-state student mobility, and the influx of foreign students have increased the demand for high-quality accommodations and essential infrastructure for the universities.
2. While the network of HEI in India is one of the largest, none of the colleges or universities feature in the global rankings for top 100 positions.
3. Internationalization of HE is a focus under NEP. Under programmes such as Study in India, 40000+ international students are coming to India every year and the target by 2025 is to increase the number of foreign students by nearly 4 times the present number – to increase enrolment by 15% in some higher education institutions 10% overall in all HEI.
4. Moreover, with the Spotlight on select HEI like IIT, IIIT, NIT, IIM, IISER, AIIMS, NLU, INI, there is the need to improve the ancillary support for these facilities. With the policy direction to transform all HEI to multidisciplinary institutions and to include Music, Arts and Literature in the curriculum of all colleges, Departments of Languages, Literature, Music, Philosophy, Indology, Art, Dance, Theatre, Education, Mathematics, Statistics, Pure and Applied Sciences, Sociology, Economics, Sports, Translation, and Interpretation, etc. will need to be introduced in all higher education institutions.
5. Given the above there is need to develop student housing and other essential infrastructure such as examination hall, laboratory, academic block, auditorium, convention centre, sports facilities etc. (Allied University Infrastructure) in higher education institutes through private sector participation.
6. Therefore, the requirement would be to not only attract more resourcing but efficient and speedy resource utilization to support and accelerate the process of admissions both of domestic and international students.

**III: Awareness building to encourage student enrolment and private participation**

1. To provide an exposure to students to encourage their transition and retention in tertiary education, promotional activities for awareness building will have to be carried out which will position higher education and its importance among the young people and will also invite civil society and India Inc to support the cause of higher education with their active involvement and contribution.
2. To achieve this the programme will be managed and supported with digital tools and interface (including leveraging existing platform and applications) which will enable the project management unit in IEC, and to track, monitor and report progress, outcomes and impact.

3. An active outreach and social media presence will be integrated which will help reach out to the functionaries and beneficiaries and community. Curating and disseminating case studies to popularize and create awareness among all strata in the country. Management of Social media handles, inviting students to share positive experiences via these handles will help create a buzz and establish an aspirational environment casting higher education in the desirable mould.

## 6.4 Scope of Work for the onboarded agency

The overall objective for the functioning of the agency will be to attract sponsorship to fund scholarships and other financial assistance to meritorious students lacking means, exposure to the students to encourage them to pursue higher education and providing support to Higher Education Institutions to enable them to develop requisite allied infrastructure through participation of private players within an institutional framework in a time bound manner. The agency will prepare necessary project documents, approach impact investors/ banks/ financial institutions who can provide funds for infrastructure creation/ upgradation/ renovation of Higher Education Institutions as per the model PPP guidelines of the Ministry of Finance. Therefore EdCIL aims to take support of an external agency for providing focused support to conceptualize, design, develop and monitor the activities to meet the above objectives. The agency is expected to develop suggestions, mechanisms, detailing and processes to extend the following services to help manage and roll-out the programmes:

1. **Multi stakeholder consultation**: IEC, media plan, outreach and ideation workshops for attracting CSR sponsors to identify potential funders and their preferences, for impact investors to identify potential investors and their expectation, for banks\NBFCs to identify expectation, for private partners to support the development of allied infrastructure and services for HEI and with any other group of persons as may deem appropriate.
2. **Mobilising funding support**: attracting CSR contribution /impact investment as per approved work plan (expected to be Rs 150 Crore by 1$^{st}$ year and Rs 350 Crore by second year at least), finalization of funding commitment and signing of agreements and MOUs with partners.
3. **Design of Scholarship Fund**: Structuring and outreach to funders for the Grants based support under CSR and philanthropy, creation of option for the loan structure, including outreach to get bank / NBFC onboarded for the Impact investment subsidized loan support and management of separate fund creation. Evaluate feasibility of leveraging current subsidized student loans to further improve the value proposition.
4. **Management of scholarships application and processes**: outreach to students, mapping students with courses and HEI for scholarships programme, student application management, renewals and quarterly, annual tracking, career counselling for encouraging students to choose higher education streams, and mentorship and student tracking in the post completion phase.
5. **Allied infrastructure and services**: need assessment and mapping for the various HEI to be developed or improved, policy formulation as required, creating and forwarding proposals for financial support to Public Private Partnerships in infrastructure under viability gap funding scheme, developing implementation mechanisms involving the

private sector, developing model concession agreements for identified models, demonstration of higher education PPP projects with private partners.

6. **Software Platform and fund management**: Seamless tracking of Fund inflow and outflow, defaulters, NPA etc and management of DBT Integrations (Digital Payment Solutions, Select GoI & State Applications) etc
7. **Coordination, Monitoring and Evaluation**: Coordinating with multiple agencies and stakeholders, managing dashboards, progress updates, review & MIS Tracking, data & analytics driven impact evaluation, reporting on fund generation and utilisation, monitoring of infrastructure projects successfully initiated under the project, impact reporting by student / region / course / institution coverage, case studies, maintaining data of students, institutions, projects, securely maintaining data privacy. Periodical progress reports (weekly/fortnightly, monthly, quarterly, annual) report will be maintained and submitted by the successful bidder as per approved protocols. All editable soft copies will be required to be shared.
8. **Social media and publicity**: brand building, awareness creation, managing media handles, curating-creating content and creatives, amplification and digital tools. Outreach with students, teachers, and other stakeholders involved to create case studies for messaging and IEC will have to be managed by the successful bidder.
9. **Capacity building**: Multistakeholder IEC, workshops, career counselling for students, collaterals, orientation, related coordination through the project lifecycle for creating capacities, momentum and motivation building for the success of the programme.

## SECTION 7 -GENERAL CONDITIONS (GC) OF CONTRACT

### 7.1 General Provisions

### 7.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) **Applicable Law** means all applicable laws of India , including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction in relation to the Project or any part thereof or having authority or jurisdiction in relation to the performance or discharge of the respective rights and obligations of the Parties hereunder, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the India as they may be issued and in force from time to time;

(b) **Affiliate** means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and —Control with respect to any person, shall mean: (d) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one- half of the directors, partners or other individuals exercising similar authority with respect to such person; (e) the possession, directly or indirectly, of a voting interest of more than fifty percent (50%); and the terms

(c) Controlling and —Controlled by shall be construed accordingly. {Further, if the bidder is a joint venture consortium, any reference to an Affiliate of the bidder shall be deemed to include an Affiliate of any of its Members.

(d) **EdCIL** has the meaning ascribed thereto in the description of Parties in the Cover Agreement, which is EdCIL (India) limited (EdCIL) a CPSE of the Ministry of Education ("MoE"), Government of India ("GoI")

(e) **Conflict of Interest** has the meaning set forth in Clause 7.3 (b) of the GCC;

(f) **Agency** has the meaning ascribed thereto in the description of Parties in the Cover Agreement.

(g) **Contract** has the meaning ascribed thereto in Clause 1 of the Cover Agreement;

(h) **Contract Fee Ceiling** means the aggregate of the Yearly Fee Ceilings, as specified in Appendix

(i) **Contract Value Ceiling** means the sum of the Contract Fee Ceiling and the maximum aggregate OPE (for a three (3) year term) that may be claimed by the agency under this

Contract;

(j) **First Year** has the meaning ascribed thereto in the contract

(k) **Key Professional** means the team member/Personnel specified in the tender document;

(l) **GC** or **GCC** means the General Conditions of Contract;

(m) **Government** means the Government of EdCIL's country;

(n) **"Local Currency"** means the currency of the Government;

(o) **"Material Adverse Effect"** means material adverse effect on (a) the ability of the bidder to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement; and/or (b) the legality, validity, binding nature or enforceability of this Agreement on the bidder.

(p) **OPE means out of poc**ket expenses;

(q) **Party** means the EdCIL or the Successful Bidder, as the case may be, and Parties means both of **the**m;

(r) **Performance Security** means the irrevocable and unconditional bank guarantee provided by the successful bidder from a Scheduled Indian Bank as guarantee for the performance of its obligations in respect of this Contract. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.

(s) **Personnel** means persons engaged by the successful bidder to the performance of the Services or any part thereof; provided always that Personnel constituting the Key Professional shall be employees of the Successful bidder's agency;

(t) **Services** means the work to be performed by the Successful Bidder under this Contract; and

(u) **State Government** means the government of the State in which the Project is located;

(v) **Supplementary Work Order** has the meaning ascribed thereto in Clause 7.5.1 of the GCC;

(w) **Taxes** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied under the Applicable Law;

(x) **Work Order** means a work order in respect of the Services to be rendered in the First Year or any Subsequent Year, as the case may be, issued by the Client, in consultation with the Successful Bidder, detailing the scope of Services to be performed by the Successful Bidder, the deliverables, the milestones pertaining to each deliverable and other details as required under this Contract;

(y) **Work Order Value** means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the deliverables under such Work Order or Supplementary Work Order, as applicable;

(z) **ULB-** Urban Local Bodies;

(aa) **PMP-** Project Management Professional;

(bb) **PRINCE –** Project in Controlled Environment;

(cc) **SPV-** Special Purpose Vehicle;

(dd) **NBFC-** Non Banking Financial Company

(ee) **HEI-** Higher Education Initiatives;

### 7.1.2 Language

This Contract has been executed in the ENGLISH language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 7.1.3 Location

The Services shall be performed at such locations as are specified in the RFP, this Contract or a Work Order or Supplementary Work Order and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as may be required by the Client.

### 7.1.4 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the EdCIL or the Successful Bidder may be taken or executed by the officials designated in the GC as the representatives of the EdCIL and the Successful Bidder, as the case may be; provided that either Party may, from time to time, by 15 (fifteen) days' notice in writing, change its authorised representative. {In case the bidder is a joint venture consortium, the authorised representative of the Successful Bidder shall be an employee of the Member in Charge. Notwithstanding anything to the contrary in this Contract, the EdCIL's representative shall have no authority to (a) amend, alter, modify or waive any provision or term of this Contract, or (b) relieve the Successful Bidder of any of its duties, obligations or responsibilities under this Contract or waive any failure or breach on the part of the Successful Bidder.

### 7.1.5 Taxes and Duties

I. Unless otherwise specified in the GC, the rates and the Yearly Fee Ceilings and the Contract Fee Ceiling stipulated in this Contract shall be deemed to include and the

Successful Bidder shall administer, bear and pay all direct and indirect Taxes, including any Taxes in connection with the performance of the Successful Bidder obligations under this Contract and the payments to be made by the EdCIL to the Successful Bidder.

II. The EdCIL shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Successful Bidder. Further, in the event that the EdCIL receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Successful Bidder, or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Successful Bidder 's obligations under this Agreement which remain outstanding, the EdCIL shall notify the Successful Bidder of the same and the Successful Bidder shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Successful Bidder shall pay forthwith on demand to the EdCIL all costs including fines and penalties, which the EdCIL may incur as a result of:

**(a)** the EdCIL having been required by any governmental authority to pay any Taxes which the Successful Bidder is liable to bear hereunder; or

**(b)** any cost actually sustained by the EdCIL for failure by the bidder to pay any Taxes for which it is responsible under this Contract.

**7.1.6 Interpretation.**

In this Contract, unless otherwise stated or except where the context otherwise requires:

a) The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

b) a reference to any document, agreement, deed or other instrument (including, without limitation, references to this Contract) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted.

c) a reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.

d) where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning;

e) the words 'include' and 'including' are to be construed without limitation. The terms herein, hereof, hereto, hereunder and words of similar purport refer to this Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;

f) in the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract;

g) any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;

h) the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract;

i) References to a person (or to a word importing a person) shall be construed so as to include:

(i) Individual, firm, partnership, trust, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);

(ii) That person‘s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and

(iii) References to a person‘s representatives shall be to its officers, Personnel, legal or other professional advisors, agents, attorneys and other duly authorized representatives.

j) reference to a —day shall mean a calendar day

k) Reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC (If any).

**7.1.7 Amendment. Modification**

Modification of the terms and conditions of this Contract, including any modification of the rates or Yearly Fee Ceilings or the Contract Fee Ceiling stipulated hereunder, may only be made by written agreement between the Parties.

Any dispute/ risks/ HR requirement/PF/Bonus/Medical/ gratuity etc. for the deployed manpower during the currency of contract shall rests with the successful bidder/agency. EdCIL will not have any liability against such requirements.

## 7.2 Commencement, Completion, Modification And Termination of Contract

**a) Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the Parties or such later date as may be stated in the SCC (if any) (**Effective Date**).

**b) Commencement of Services**

The Successful Bidder shall commence the Services from the ……..day of the Effective Date or any date prior to that with written approval from the EdCIL(—**Commencement Date**). If the Successful Bidder does not commence the Services within the aforesaid period or if the Successful Bidder fails to provide the Performance Security within the period specified in the SCC, the EdCIL may, by not less than seven (7) days' notice to the Successful Bidder, declare this Agreement to be null and void and this Contract shall stand terminated in the event of such declaration and the Successful Bidder shall be deemed to have accepted such termination. Further, the EdCIL may, in the event of such termination, forfeit the Performance Security as liquidated damages and not as penalty, in respect of losses and costs incurred by the EdCIL on account of such termination; provided that in the event the Performance Security has not been submitted by the Successful Bidder, the EdCIL shall be entitled to forfeit the bid security and claim the remaining sum (by which the value of the Performance Security exceeds the bid security) from the Successful Bidder. The Parties agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

**c) Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.5 of the GCC, this Contract shall expire when Services have been completed to the satisfaction of the EdCIL and all undisputed payments have been made or at the end of such time period as shall be specified in the SCC, whichever is later.

**d) Force Majeure**

**I. Definition**

For the purposes of this Contract, **Force Majeure** means an event, act, or circumstances, or combination of events, acts or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the affected Party, were not the fault of the affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the affected Party through the exercise of Good Design, Engineering and Construction Practices. Force Majeure includes, but is not limited to war, riots, civil disorder, strikes (excluding strikes or labour disturbance at the facilities of the agency or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions, any unlawful or unauthorised act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance by a Party of its obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

(a) unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;

(b) insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;

(c) failure to comply with any Applicable Law; or

(d) any delay or default of any Sub-vendor or Personnel.

## II. No Breach of Contract

The failure of or delay by a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

(a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and to mitigate the consequences of any event of Force Majeure; and

(b) has informed the other party as soon as possible, and in any event within a period of seven (7) days of the occurrence of the Force Majeure event:

(i) about the occurrence of such an event;

(ii) the dates of commencement and estimated cessation of such event of Force Majeure; provided that in case of a continuing Force Majeure event, the affected Party shall provide periodic reports at intervals of not more than seven (7) days; and

(iii) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The affected Party shall also notify the other Party of the cessation of the Force Majeure event. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. Further, the affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

## III. Extension of Time

If either Party becomes unable to perform all or part of its obligations under this Contract on account of an event of Force Majeure, the affected Party shall be permitted an extension of time for the performance of such obligations to the extent affected by the event of Force Majeure and, if the Successful Bidder is the affected Party, it shall be entitled to an extension of time for the performance of the relevant Services for a period equal to the time during which the impossibility of performance due to Force Majeure continues. Further, to the extent the Successful Bidder is required to re-mobilize its Personnel for resuming the performance of its obligations under the Contract consequent to an event of Force

Majeure, the agency shall be entitled to an extension of time for such period as may be determined by the EdCIL in consultation with the Successful Bidder.

### IV. Payments

(i) During the period of existence of an event of Force Majeure, to the extent the Successful Bidder is unable to perform any Services as a result of such event of Force Majeure, the Successful Bidder shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Successful Bidder continues to perform in accordance with the provisions of this Contract), provided that the Successful Bidder shall be paid reasonable and properly incurred expenses in demobilising and reactivating the Services after the end of such period.

(ii) In the event of force majeure affecting the Project, the Successful Bidder and the EdCIL shall discuss and mutually agree on adjustments, if any, that may be required to the scope, level or schedule of the Services provided by the Successful Bidder and the remuneration payable to the Successful Bidder and any such mutually agreed changes shall be given effect by issuance of a Supplementary Work Order by the Client.

## e) Termination

### (I) By the Client

The EdCIL may terminate the Agreement if:

(i) the Successful Bidder becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;

(ii) any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Successful Bidder, or if the Successful Bidder commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;

(iii) an involuntary proceeding against the Successful Bidder has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other governmental authority, and such proceedings are not dismissed, withdrawn or stayed within sixty (60) days of such commencement;

(iv) a Material Adverse Effect occurs;

(v) the Successful Bidder fails to comply with any final decision reached as a result of

arbitration proceedings pursuant to Clause 5 of the Cover Agreement;

(vi) the Successful Bidder submits to the EdCIL a false statement which affects the rights, obligations or interests of the Client;

(vii) any document, information, data or statement submitted by the Successful Bidder in its proposal in response to the RFP, based on which the Successful Bidder was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Successful Bidder set forth in this Contract is found to be false, incorrect or misleading;

(viii) there is a breach of the Successful Bidder obligations under Clause 3.2 of the GCC;

(ix) the Successful Bidder repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract;

(x) the aggregate liquidated damages payable by the Successful Bidder under Clause 8 of the GCC exceed the ceiling specified there under;

(xi) there is any other breach of the Successful Bidder of the provisions of this Contract or if the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of sixty (60) days or such longer period as the EdCIL may have subsequently approved in writing;

(xii) as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Client); or

(xiii) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

{The Members constituting the Successful Bidder further agree and acknowledge that the occurrence of the events listed in this Clause 2.5.1 in respect of any Member shall be deemed to be occurrence of such event in respect of all the Members and the Successful Bidder and the EdCIL shall have the right to terminate this Contract in accordance with the provisions hereof.}

Upon the occurrence of the any of the events specified above, the EdCIL shall give at least thirty (30) days written notice to the Successful Bidder for terminating this Contract. For the avoidance of doubt, it is hereby clarified that the aforesaid notice period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to bring the Services to a close in a prompt and orderly manner.

**(II) By the Successful Bidder**

The Successful Bidder may terminate this Contract upon the occurrence of any of the following events:

(a) if, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services to be performed under any Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Client);

(b) if the EdCIL does not remedy a failure in the performance of its obligations under this Contract, within a period of sixty (60) days after receipt of a notification from the Successful Bidder or within such further period as the Successful Bidder may have subsequently approved in writing; or

(c) If the EdCIL fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5 of the Cover Agreement.

Upon the occurrence of the any of the events specified above, the Successful Bidder may by not less than thirty (30) days written notice to the EdCIL terminate, this Contract. For the avoidance of doubt, the Parties agree that the aforementioned period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to taking over the performance of Services from the Successful Bidder in a prompt and orderly manner.

**(III) Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 of the GCC, the successful bidder shall, immediately upon dispatch or receipt of such notice, as the case may be, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Successful Bidder and equipment and materials furnished by the Client, the Successful Bidder shall proceed as provided under Clause 3.6 of the GCC.

**(IV) Payment upon Termination**

(i) Upon termination of this Contract the EdCIL shall pay to the Successful Bidder (subject to set-off in respect of any sums due from the Successful Bidder to the Client, including any liquidated damages payable under this RfP, remuneration pursuant to the GCC for deliverables satisfactorily completed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination. For the avoidance for doubt, it is clarified that termination of this Contract the Successful Bidder shall be entitled to remuneration only in respect of deliverables and/or milestones that have been satisfactorily completed and shall, notwithstanding the provisions of Clause 7.1.3 of the GCC, not be entitled to claim any remuneration or reimbursement of OPE in respect of any milestones/deliverables

that have not been satisfactorily completed.

(ii) Upon termination of this Contract, the EdCIL shall make the following payments to the Successful Bidder (subject to set-off in respect of any sums due from the Successful Bidder to the Client, including any liquidated damages payable under Milestone or other clauses.

(a) remuneration pursuant to Clause applicable of the GCC for Services satisfactorily performed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination; and

(b) reimbursement of reasonable costs incurred by the Successful Bidder incidental to the prompt and orderly close of Services and handing over to the Client. For the avoidance of doubt, it is clarified that the EdCIL shall not under any circumstances (either in the event of termination of the Contract for any reason whatsoever or otherwise), be liable for any consequential or indirect loss or damage to the Successful Bidder, including without limitation any loss of profit, loss of contract, liability under other agreements, or liability to third parties.

(iii) In case of termination pursuant, the EdCIL shall be entitled to forfeit and appropriate the Performance Security. In the event the termination is due to a failure of the Successful Bidder to establish or maintain the Performance Security in the amounts and on the terms required under this Agreement, the Successful Bidder shall be liable to pay a sum equivalent to the value of the Performance Security as prescribed under the SCC, as liquidated damages and not as penalty, in respect of losses and costs incurred by the EdCIL on account of such termination. The Parties agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred. Further, without prejudice to the other rights and remedies of the EdCIL under this Contract or at law, the EdCIL shall be entitled to blacklist the Successful Bidder and/or its Affiliates from participating in any tender or procurement process of the EdCIL issued during a period of two (2) years from the date of notification of blacklisting.

### 7.3 Obligations of the Successful Bidder

#### (a) General

The Successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Successful Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the EdCIL's legitimate interests in any dealings with third parties.

#### (b) Conflict of Interest

(i) Any breach of an obligation under Clause 7.3 shall constitute a conflict of interest **(Conflict of Interest).** The Successful Bidder shall comply and shall ensure the Sub-Successful Bidder and Affiliates of the foregoing comply with the provisions of Clause 7.3 and any breach of such an obligation shall constitute an event of default by the Successful Bidder for the purposes of this Contract. The Successful Bidder shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Successful Bidder agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest**.**

For the purposes of this Contract**, Selection Process** shall mean the selection process adopted by the EdCIL for the short-listing of Bidders, evaluation of proposals (comprising the financial and technical proposals) of Bidders, negotiations with Successful Bidders, and all other acts incidental thereto (including without limitation the expression of interest stage, Request for Proposal Stage, negotiation stage, etc) prior to the execution of this Contract for selecting the bidder for appointment.

(ii) **Successful Bidder Not to Benefit from Commissions, Discounts, etc**
The remuneration of the Successful Bidder pursuant to Clause 6 shall constitute the Successful Bidder 's sole remuneration in connection with this Contract or the Services, and the Successful Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Successful Bidder shall use their best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

(iii) **Successful Bidder and Affiliates Not to Engage in Certain Activities**
The Successful Bidder agrees, , that, during the term of the Contract and for a period of Two (2) years after the termination or expiry of this Contract, the Successful Bidder shall not and shall ensure that the Affiliates of any of the Members, do not provide goods, works, services, loans, capital or equity (other than the Services and any continuation thereof) for any project or works resulting from or closely related to the Services; provided that the foregoing restriction shall not be applicable to any Programme management/consultancy/advisory services provided to the EdCIL in continuation of the Services hereunder or to any subsequent Programme management/consultancy/advisory services provided to the EdCIL in accordance with the rules, guidelines, policies of the EdCIL or any management/ consultancy/ advisory services/ transaction advisory services provided to any other entity including universities and colleges developing the infrastructure pursuant to the programme/policy developed and being monitored as part of this consultancy assignment. Further, the Successful Bidder shall during the course of performance of the Services and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the EdCIL and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interest conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client.

Further the Successful Bidder shall not and shall ensure that the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the EdCIL or any other persons involved in the Project.

For the purposes of this Clause 7.2.3, an Affiliate shall also include a partner in the firm of the Successful Bidder, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid-up share capital of the Successful Bidder /Sub-Successful Bidder, as the case may be, and any Affiliate thereof.

(iv) Prohibition of Conflicting Activities the Successful Bidder shall not and shall ensure that the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Successful Bidder under this Contract include the Successful Bidder or Affiliate would include:

(a) providing bid advisory services to any contractors or agency bidding in respect of any works or services related to the Project; or

(b) being engaged by any contractor for the Project for detailed planning, supervisory services, engineering support or any other services.

(v) The Successful Bidder shall, and shall ensure that the Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or act or omit to act in a manner prejudicial to the interests of the EdCIL or the Project during the Selection Process or while performing its obligations (collectively**, Prohibited Practices**). Notwithstanding anything to the contrary contained in this Contract, the EdCIL shall be entitled to terminate the Contract forthwith by a communication in writing to the agency, without being liable in any manner whatsoever to the Successful Bidder or Affiliates of the foregoing or Personnel, if it determines that the Successful Bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract). In such an event, the EdCIL shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the EdCIL towards, *inter alia*, time, cost and effort of the Client, without prejudice to the EdCIL's any other rights or remedy hereunder or in law.

(vi) Without prejudice to the rights of the EdCIL under Clause 7.2.5 above and the other rights and remedies which the EdCIL may have under this Contract or at law, if the Successful Bidder or Affiliates of the foregoing are found by the EdCIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the EdCIL shall be

entitled to blacklist the Successful Bidder and the Successful Bidder shall not be eligible to participate in any tender (including but not limited to any request for proposal) issued during a period of 2 (two) years from the date the Successful Bidder or Affiliate is found by the EdCIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices**.**

(vii) For the purposes of Clauses 7.2.5 and 7.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **corrupt practice** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the EdCIL who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government or the [State SPV/City SPV/Nodal SPV] before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the EdCIL in relation to any matter concerning the Project;

(b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person‘s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the EdCIL under or pursuant to the Contract;

(d) **undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the EdCIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the process of selection of persons for the execution of various components of the Project; or (ii) or offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and

(e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among the persons who have bid or proposed to submit bids in

response to the RFP with the objective of restricting or manipulating a full and fair competition in the Selection Process

(viii) For the purposes of Clause 7.2, where the bidder is a joint venture consortium of Members, the reference to an Affiliate of agency shall be deemed to mean an Affiliate of any of the Members**.**

**7.4 Confidentiality**

The Successful Bidder shall not and shall ensure that the Affiliates of the Successful Bidder and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any information which may come to the Successful Bidder 's knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the Project, such as other Successful Bidder, contractors etc.) or the commercial or financial arrangements or affairs of the EdCIL (collectively, **Information**); provided, however, that the Successful Bidder may disclose Information to its Personnel and the officers, employees of the Successful Bidder and/or its Affiliates (the Successful Bidder 's **Representatives**) who have a legitimate need to know the Information for the performance of Services. The Successful Bidder shall be responsible for informing its Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by its Representatives. Further, the Successful Bidder agrees and acknowledges that monetary damages would not be an adequate compensation for the EdCIL in the event the Successful Bidder breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality, the EdCIL shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

**7.5 Successful Bidder's Actions Requiring EdCIL's Prior Approval**

The Successful Bidder shall obtain the EdCIL's prior approval in writing (such approval not to be unreasonably withheld or delayed) for any other action that may be specified in the SCC.

**7.6 Reporting Obligations**

The Successful Bidder shall submit to the EdCIL the reports and documents specified in TOR, in the numbers, and within the periods set forth in the said Appendix.

**7.7 Documents Prepared by the successful bidder to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Successful Bidder pursuant to this Contract shall be the property of the Client, and the Successful Bidder shall, no later than upon termination or expiration

of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. All deliverables including any primary data shall also be submitted to the EdCIL in a digital format. The Successful Bidder may retain a copy of such documents and software. All documents or other material or equipment made available to the Successful Bidder by the EdCIL shall be the property of the EdCIL and shall be marked accordingly. Upon termination or expiration of this Contract, the Successful Bidder shall furnish forthwith to the Client, an inventory of such documents, materials and equipment and shall return the same or otherwise dispose of the same in accordance with the instructions of the Client. Any intellectual property (including without limitation (i) rights associated with works of authorship, copyrights, moral rights, and rights of publicity; (ii) trademark, trade name, internet domain name and other forms of electronic address rights; (iii) trade secret rights, know-how; (iv) patents, designs, algorithms, and other industrial property rights; (v) all other proprietary rights of every kind and nature; and (vi) all forms of protection of any of the foregoing, including registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force) developed during the course of, or as a result of, Services hereunder including pursuant to any Work Orders or Supplementary Work Orders, shall be and remain property of EdCIL and shall not be used by the Successful Bidder for any purpose other than the performance of the Services hereunder; provided that the EdCIL may, at its sole discretion, grant a royalty free license to use any such material on other projects undertaken by the Successful Bidder subject to the terms and conditions stipulated by the Client. Any materials pertaining to the Services (including any reports and documents prepared by the Successful Bidder), will be the ownership of the Client.

The property rights do not vest with the EdCIL under Applicable Laws, shall automatically, absolutely and irrevocably, stand assigned to the EdCIL(without any royalty, fees or payments other than the remuneration provided for in this Contract) as and when such documents or materials are created and the Successful Bidder agrees to execute all documents and perform such acts as may be requested by the EdCIL for securing the rights assigned by the Successful Bidder. The EdCIL acknowledges that pre-existing intellectual property shall remain the property of the Successful Bidder and the Successful Bidder hereby provides an irrevocable royalty-free license for pre-existing intellectual property to the EdCIL for the Project; provided that in respect of licenses in respect of any off-the-shelf software, the Successful Bidder shall be required to provide, at no additional cost to the Client, licenses during the term of this Contract, however, after expiry or termination of this Contract, licenses in respect of off-the-shelf software shall be procured at the EdCIL's cost. For the avoidance of doubt, the Successful Bidder agrees and acknowledges that the EdCIL shall be entitled, without requiring the Successful Bidder 's consent, to (i) use or permit the use by any other entity involved in the implementation of the Project of any materials licensed to the EdCIL by the Successful Bidder; and (ii) assign the license granted by the Successful Bidder, or any part thereof, to the [State SPV/City SPV/Nodal SPV] or by any other entity involved in the implementation of the Project.

### 7.8 Liability of the Successful Bidder

The Successful Bidder liability and the EdCIL's remedies under this Contract shall in addition to and not in derogation of the EdCIL's rights and remedies under Applicable Law.

### 7.9 Accounts and Audit

The Successful Bidder shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Successful Bidder 's costs and charges); and

(b) permit the EdCIL or any person designated by the EdCIL to periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### 7.10 Clarification and/or Interpretation of Reports

After submission of the deliverables by the Successful Bidder, to the satisfaction of the Client, if any clarifications are required by the EdCIL (including without limitation on account of any ambiguity or doubts on the interpretation of any matter contained in such reports or documents), the Successful Bidder shall, as a part of the scope of Services and at no additional cost to the Client, on receipt of a written request from the Client, provide such clarification to the satisfaction of EdCIL within a period of ten (10) days from the date of receipt of the request from the EdCIL and if required by the Client, attend meetings and/or hold discussions with the EdCIL on the same.

### 7.11 Successful Bidder Personnel

**Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Key Professional are described in Form 4G. The Key Professional listed in Form 4G is hereby approved by the EdCIL for performance of the Services pursuant to this Contract. If additional work is required beyond the scope of the Services specified herein, the level of effort and/or staff assigned may be increased/adjusted in accordance with a Supplementary Work Order, provided that any staff assigned shall meet the minimum qualification criteria set forth in Appendix B and any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the Contract Fee Ceiling and Yearly Fee Ceilings set forth in

this Contract. Further, if any specialist Successful Bidder or subject-matter experts are required to be engaged

by the Successful Bidder in respect of the Services, in addition to the Key Professional, the Successful Bidder shall ensure that such Resource Pool Personnel satisfy the minimum qualification criteria set forth in Form 4G. The EdCIL reserves the right to require the Successful Bidder to provide the curriculum vitae of any Resource Pool Personnel and shall also have the right to verify any information provided (either in respect of the Resource Pool Personnel or the Key Professional). The Successful Bidder shall forthwith, and in any event, within a period of seven (7) days from the date of such request by the Client, provide such information and/or documents to the Client.

### 7.12 Removal and / or Replacement of Personnel

7.12.1 The Successful Bidder shall ensure that all the Key Professionals specified in Form 4G shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Successful Bidder, it becomes necessary to replace any of the Key Professional, the Successful Bidder shall forthwith, and in any event within a period of thirty (30) days from the date when the relevant Key Professional cease to be available for the Project, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Successful Bidder may replace not more than two (2) Key Professionals and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Successful Bidder is unable to provide a permanent replacement within the aforementioned period, the Successful Bidder shall, subject to approval by the Client, provide a temporary resource for no more than six (6) months.

7.12.2 If the EdCIL finds that any of the Personnel have committed misconduct or has been charged with having committed a criminal action, or if the EdCIL has reasonable cause to be dissatisfied with the performance or conduct of any of the Personnel, then the Successful Bidder shall, without any additional cost to the Client, at the EdCIL's written request forthwith and in any event within a period of three (3) months from the date of the request by the EdCIL provide as a replacement a person with qualifications and experience acceptable to the Client.

7.12.3 The EdCIL shall prior to the issuance of a Work Order or Supplementary Work Order, in consultation with the Successful Bidder, assess the requirement of Personnel (included level of deployment) for Services to be performed pursuant to a Work Order or Supplementary Work Order, as the case may be, and the Personnel deployment requirements shall be specified in the Work Order or Supplementary Work Order, as the case may be. Further, the Successful Bidder agrees and acknowledges that, in course of performance of the Services under any Work Order or Supplementary Work Order, as the case may be, the EdCIL may require changes in the deployment of Personnel (including substitution, removal or addition of any positions or changes in the level of seniority). Such changes in the level of deployment shall be specified through issuance of a Supplementary Work Order.

### 7.13 Personnel of Successful Bidder

All Personnel of Successful Bidder who participate in the performance of the Services shall, for all purposes, be considered employees/personnel of the Successful Bidder. The Successful Bidder shall pay remuneration and benefits of such employees and withhold all Taxes in accordance with all Applicable Laws. The Successful Bidder hereby acknowledges and agrees that the EdCIL shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The Successful Bidder shall indemnify the Client, its Affiliates and officers, directors, shareholders, agents of the foregoing against any claims, actions, liabilities, costs and expenses (including, without limitation, legal fees) in relation to or arising out of claims by any Personnel.

### 7.14 OBLIGATIONS OF THE CLIENT

#### 7.14.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the EdCIL shall use its reasonable efforts to facilitate and assist the Successful Bidder in:

(i) obtaining work permits and such other documents as shall be necessary to enable the Successful Bidder or Personnel to perform the Services. The EdCIL shall assist the Successful Bidder in procuring necessary entry and exit visas, residence permits, exchange permits and any other documents required for stay in India of the Personnel and, if appropriate, their eligible dependents;

(ii) arranging for prompt clearance through customs of any property reasonably required for the Services. For the avoidance of doubt, the Parties agree that any import duties and other costs and expenses in respect of such materials shall be borne solely by the Successful Bidder and the EdCIL shall in no manner be responsible for the same;

(iii) arranging for the issuance to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

The Successful Bidder agrees and acknowledges that notwithstanding anything to the contrary in this Contract, the Successful Bidder shall not be relieved in any manner whatsoever from the performance of its obligations under this Contract or be entitled to any extension of time or additional costs in case of any delay in procurement of visas, work permits etc. in respect of any expatriate Personnel or any delay in customs clearance of any material required for performance of the Services or any other delay attributable to officials, agents and representatives of the Government;

### 7.15 Access to Land

The EdCIL shall, as required from time to time, upon reasonable prior notice and subject to the Personnel complying with all reasonable safety precautions applicable to any site(s), procure that the Successful Bidder has free of charge, unimpeded access to those areas in respect of which access is required for the performance of the Services.

### 7.16 Information and approvals

As part of the scope of Services, the Successful Bidder shall arrange for the submission of all data, information and documentation that are required for the EdCIL or the [State SPV/ City SPV/ Nodal SPV] to apply for, obtain and maintain the permits, consents, approvals required for the Project. In the event the Successful Bidder requires any information or documents from the EdCIL or if any meetings with the EdCIL or other persons are required for preparing the applications for consents, approvals or permits, the Successful Bidder shall make any request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Services is complied with and there are no delays in the execution of the Project.

### 7.17 Payments

In consideration of the Services performed by the Successful Bidder under this Contract, the EdCIL shall make to the Successful Bidder such payments and in such manner as is provided by Clause 6 of the GCC.

### 7.18 Supplementary Work Orders

7.18.1 The EdCIL may, from time to time, in consultation with the Successful Bidder, issue a supplementary work order (**Supplementary Work Order**) requiring the Successful Bidder to perform the work set out thereunder. The EdCIL shall consult with the Successful Bidder on the level of effort of the Key Professional and Resource Pool Personnel, as applicable, required by the Successful Bidder in respect of each deliverable under the Supplementary Work Order proposed to be issued by the EdCIL and the division of such man-months or part thereof between the Key Professional and the Resource Pool Personnel. The EdCIL shall also consult with the Successful Bidder regarding identification of the milestones in respect of each deliverable under such proposed Supplementary Work Order and the maximum fee payable in respect of each milestone of every deliverable to be specified in the Supplementary Work Order. Each Supplementary Work Order shall contain detailed provisions regarding the scope of Services, staffing level, quantum of work required from the Key Professional and the Resource Pool Personnel, deliverables and the milestones in respect of each deliverable under such Supplementary Work Order, schedule for submission of deliverables, the maximum fees payable in respect of each milestone, Work Order Value and other such issues in respect of the Services to be performed by the Successful Bidder.

7.18.2 The Successful Bidder agrees and acknowledges that it would be obliged to effect the work set prescribed in any Supplementary Work Order even if it disputes the quantum of work required from the Key Professional and the Resource Pool Personnel or any other aspects set forth therein. Pending resolution of such dispute in accordance with Clauses given this RFP, the EdCIL will pay for the milestones achieved under such Supplementary Work Order (if any) as per the terms thereof in the manner specified under this Contract**.**

7.18.3 In the event that the Yearly Fee Ceiling is increased pursuant to the issuance of any Supplementary Work Order, the Performance Security shall be increased in a proportionate manner and the Successful Bidder shall submit additional bank guarantees as Performance Security for such amount.

7.18.4 EdCIL may by way of issuance of a Supplementary Work Order reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of Services, staffing level, quantum of work required from the Key Professional and the Resource Pool Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Successful Bidder under such previously issued Work Order.

7.18.5 The Successful Bidder agrees and acknowledges that a Supplementary Work Order issued under the applicable clauses shall be binding on it and it shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even it disputes the effect of such variation on the quantum of work required from the Key Professional and the Resource Pool Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with applicable clauses of the Cover Agreement, the EdCIL will pay as per the terms of such Work Order as varied by the Supplementary Work Order.

7.18.6 In the event any deliverable set forth in a Supplementary Work Order is one which was required to be performed in a latter Subsequent Year, the Yearly Fee Ceiling for such latter Subsequent Year shall stand reduced to the extent of the sum payable under such Supplementary Work Order.

7.18.7 The Successful Bidder agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any services required in view of default of the Successful Bidder or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this

Contract and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services**.**

### 7.19 Change in Applicable Law

If, after three (3) days prior to date of submission of the bid in response to the RFP, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Successful Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Successful Bidder, as applicable. The Parties agree and acknowledge that for the purposes of this Clause 5.6, Taxes shall mean only such Taxes payable in respect of the performance of the Services under this Contract and would exclude any taxes, imposts or levies, payable on income or profession by the Successful Bidder, the Sub- vendors or Personnel or for which any of them is obliged to account.

### 7.20 Currency of Payment

The price payable in local currency i.e. Indian Rupees

### 7.21 Out of pocket expense

The Successful Bidder agrees and acknowledges that it shall not be entitled to reimbursement of OPE incurred in accordance with the terms of this Contract for performance of the Services (including for setting up the office).

The Successful Bidder shall not be entitled to claim travel expenses in accordance with the terms of this Contract.

### 7.22 EXTENSION OF TIME FOR PERFORMANCE; SUSPENSION BY THE EDCIL

#### (A) Extension of time

(i) The Successful Bidder agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Contract. The Successful Bidder must commence and proceed to carry out the Services in accordance with timelines stipulated for submission of various deliverables.

(ii) The Successful Bidder shall, within seven (7) days of learning of any cause of delay specified in Clause 7.1.2 above, intimate the EdCIL of the same with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affect by such breach or default of the Client. The Successful Bidder agrees and acknowledges that any extension of time under this Clause 7.1 shall not of itself entitle the Successful Bidder

to an adjustment of the rates, the Work Order Value, Yearly Fee Ceilings, Yearly Contract Value Ceiling, the Contract Fee Ceiling, or the Contract Value Ceiling**.**

**(B) Suspension**

(i) The EdCIL may, from time to time and without assigning any reasons, by notice to the Successful Bidder, suspend the carrying out of the Services or any part thereof and the Successful Bidder shall, on the written order of the EdCIL suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the EdCIL may reasonably require.

(ii) The EdCIL may at any time following a suspension under this Clause 7.2 give notice to the Successful Bidder to proceed with the Works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Successful Bidder shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.

(iii) Any period of suspension under Clause 7.2.1 shall not exceed forty five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty five (365) days and if either limit is exceeded, the Successful Bidder may notify the EdCIL either requiring the EdCIL to hold discussions for mutually agreeing a schedule for resumption of Services**.**

(iv) Any costs reasonably incurred by the Successful Bidder as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 7.2.1 shall be reimbursed by the EdCIL to the Successful Bidder upon receipt of an invoice therefor in respect of each month in which such costs were incurred. The Successful Bidder shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.

(v) Without prejudice its rights under Clause 2.5.1, the EdCIL shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Successful Bidder for such time that the Successful Bidder continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Successful Bidder shall not be entitled to claim any costs arising out of such suspension**.**

## 7.23 MISCELLANEOUS

### 7.23.1 Assignment and Charges

a) The Contract shall not be assigned by the Successful Bidder save and except with prior consent in writing of the Client, which the EdCIL shall be entitled to decline without assigning any reason whatsoever.

b) The EdCIL shall, from time to time, be entitled to assign any rights, interests and obligations under this Contract to third parties.

### 7.23.2 Indemnity

The Successful Bidder agrees to indemnify and hold harmless the EdCIL from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly limited to the value of consulting fee of this contract.

### 7.23.3 Notices

Unless otherwise stated, all notices, demands and other communications under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and must be sent by hand, reputed pre-paid commercial courier, registered post or by facsimile. Any such demand, notice or other communication shall be deemed to have been duly given when addressed to the receiving Party at the address specified in the SCC, or such other address as may be notified from time to time, and shall be deemed to be delivered (i) if personally delivered, when delivered, (ii) three (3) days after dispatch if sent within India by courier and five (5) days after dispatch if sent internationally by courier, (iii) seven (7) days after mailing, if sent by registered post, postage prepaid and (iv) if sent by facsimile, when successfully transmitted (with electronic evidence of receipt).

### 7.23.4 Severability

If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise**.**

### 7.23.5 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

--END--