

Tender Name - Request for Proposal for Selection of Service Provider for Conduct on-line Entrance Test and Allied Services for Admission and their pursue of studies thereafter for Foreign Nationals on Scholarships to Indian Institutes / Universities

Tender No. EdCIL/BD/RFP/OET/2016/02 dated 14th May 2016

Statement showing the point wise replies on the queries raised by Firm in pre-bid-meeting held on 26.05.2016

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
1	Pg7 / Clause 2.0 (b)	Chapter 5 Instruction to bidder EMD	The Bidder must furnish earnest money for Rs.100,000/- (One Lakh only) in favor of EdCIL India Ltd. "Payable at Noida (U.P.) in the form of Demand Draft, failing which the bid will be rejected.	Pl confirm if the EMD can be paid as a Bank Guarantee ? if yes would EDCIL have a format?	No Change
2.	Pg 9 / Clause 9.3	Chapter 5 Instructions to bidders, Bid Prices	Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.	Price quoted must be firm and final and shall not be subject to any upward modifications, <u>except in the case of any modifications done in the scope of work by EdCIL</u> , on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.	There is no change in scope of work
3.	Pg 9 / Clause 9.4	Chapter 5 Instructions to bidders, Section 9, Bid Prices	The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should <u>include all taxes, duties, levies, service tax</u> and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project, it will be borne by EdCIL.	The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should <u>exclude all taxes, duties, levies, service tax</u> and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project, it will be borne by EdCIL.	Amended as under The price quoted in Financial bid should include all taxes & levies except service tax.
4.	Pg 11 / Clause 16.4,	Chapter 5 Instructions to bidders, Section 16, Earnest Money (EMD)	EMD of successful bidder shall be retained as security money after signing of agreement. <u>In addition</u> , the PBG will require to be submitted @ 10% of the work value, when an individual work is assigned.	EMD of successful bidder shall be retained as security money after signing of agreement. The PBG will require to be submitted @ 10% of the work value, when an individual work is assigned.	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
5.	Pg 11 / Clause 16.5	Chapter 5 Instructions to bidders, Earnest Money (EMD)	<p>The EMD will be forfeited on account of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) The bidder withdraws its proposal during the bid validity period. b) The bidder does not respond to the requests for clarification of its proposal. c) The bidder fails to provide required information during the evaluation process. d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee. 	<p>The EMD will be forfeited on account of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) The bidder withdraws its proposal during the bid validity period. <p>Clause 16.5 (b), (C) and (D) to be deleted</p>	Not Agreed
6.	Pg 12 / Clause 19.2 (1)	Chapter 5 Instruction to Bidder, Eligibility Criteria	<p>The bidder should be a Company/ Firm/ Society registered under Indian Company Act, 1956/ The Partnership Act 1932/ Society Registration Act, 1860 engaged in the job of conducting online entrance examination for minimum of 3 years in India as on 31st March 2015. Consortium of companies/ firms is not allowed.</p>	<p>Consortium to be allowed. For Competitive bidding, good partners and enhancing the performance criteria in the performance process.</p>	No Change
7.	Pg 13 / Clause 19.2 (4)	Chapter 5 Instruction to Bidder, Eligibility Criteria	<p>The Bidder should be a profit-making concern for the last three consecutive financial years, with minimum Average Annual turnover of at least Rs.100 Crores in last 3 years. Out of the same at least 25 crore is from computer based online examination .</p>	<p>The bidder should be allowed to provide their financial credential in terms of net worth rather than Annual turnover and it should be positive net worth in past three financial years.</p>	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
8.	Pg 13 / Clause 19.2 (6)	Chapter 5 Instructions to bidders Eligibility Criteria	Bidder should have conducted atleast one online admission test overseas	We would like to understand that bidder should have experience in overseas for internet based examination or in conduct of online Examination.	Amended as under Bidder should have conducted at least one Internet/Computer based Online Examination overseas
9.	Pg 13 / Clause 19.2 (6)	Chapter 5 Instruction to Bidder, Eligibility Criteria	Bidder should have conducted atleast one online admission test overseas	Request you to please ask for similar credential for Indian Origin and also confirm that the bidder should have experience on Overseas for Internet based Examination or in Conduct of Online Examination.	It is clarified that the bidder should have the experience of atleast on internet / computer based online examination overseas
10	Pg 14 / Clause 19.4 (2)	Chapter 5 Instructions to bidders Technical Parameters	The bidder must have Conducted computer based on line entrance test for admission of minimum 5000 students during the last three academic years as on 31st March 2015 >= 15000,000 student Users :(20 marks) >= 10,000 student Users and < 15,000 student Users : (15marks) >= 5,000 student Users and < 10,000 student Users : (10 marks)	Is it 150,00,000 or 15000 students user	The clause >= 15000,000 student Users :(20 marks) may be read as under >= 15000 student Users :(20 marks)
11	Pg 16 / Clause (i)	Chapter 6 Scope of Work	Development and hosting of application form in English (as per requirement of end client) and capturing application data in multiple languages on web portal with the approval of end client. However, data will be consolidated in English, which will be the common language.	<ol style="list-style-type: none"> 1. The application form will be designed in English (i.e. the labels are of fields are in English). However, the data collected as input from the candidate will be in multiple languages. Please confirm. 2. Are these Indian regional languages / foreign languages? 	<p>It is clarify that the application form will be designed in English only and data will also be captured in English language only.</p> <p><u>Amendment</u></p> <p>Please read English language instead of multiple language</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
12	Pg 16 / Clause (ii)	Chapter 6 Scope of Work	Advertisement of invitation of scholarships for admissions in Indian Institutes/Universities through global web sites	Who will bear the cost incurred in publishing or advertising for invitation of scholarships ? or it will be done by EdCIL or end Client.	Service provider will not incur the cost of global advertisement
13	Pg 16 / Clause (iv)	Chapter 6 Scope of Work	Transfer of data to respective centre for verification and checking eligibility conditions as per end client norms.	Need clarity on this requirement.	It is clarified that the data collected online will be sent to respective mission for checking and verification.
14	Pg 16 / Clause VII	Chapter 6, Scope of Work Online Counseling	Conduct of an online counseling on the basis of options, given by candidates at the time of filling application forms, merit, availability of seat in the institutes/university etc	PI define the counseling work flow and process	Conduct of an online counseling means allotment of institute on the basis of option filled by the candidates at the time of filling the online application form subject to merit, availability of seats in institutes / university etc.
15	Pg 16 / Clause (ix)	Chapter 6 Scope of Work	Provision of online and offline payment mechanism.	What are the different online payment modes required by the customer?	Amendment The item may be deleted from scope of work
16	Pg 16	-	Registration Portal	<ol style="list-style-type: none"> What is the duration of the Registration Portal to be hosted? For the Registration Portal, what is the expected candidate load in a month and expected concurrent users in the system? 	<ol style="list-style-type: none"> The duration of the Registration Portal to be hosted will be approx one month. The no. of expected candidate during registration process will be around 5000.

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
17		-	Exam Software	<ol style="list-style-type: none"> 1. What are the type of questions i.e. MCQ, Subjective, to be made available in the online test? 2. Is the test going to be in multiple languages? 3. Are these languages going to be Indian regional / foreign languages? 	<p>1. There will be multiple choice type questions on checking the English proficiency. It also include aptitude, logical reasoning etc.</p> <p>2. The test will be in English language only.</p>
18		-	Exam Software	<ol style="list-style-type: none"> 1. What is the expected candidate volume in a month and in a year? 2. How many times in the year the exam is planned? 	<p>1. It is one time examination in a year for approx 5000 candidates.</p>
19		Scope of work	-	<ul style="list-style-type: none"> • Pls clarify if the Payments will be made on the basis of valid applications or on the basis of candidates who appear for the exam. • How will the scheduling of candidates happen. Will it be done offline by the agency or will Candidate do it themselves ? • Please clarify the exam window i.e Single day event /Multiple days/ single session/Multiple sessions • Who will provide the test venues & 	<p>The Payments will be made on the basis of registered eligible candidates for examination</p> <p>Offline based on the infrastructure available at respective country mission.</p> <p>The exam will be in multiple days/Multiple sessions.</p> <p>End client.</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
				<p>Invigilation services?</p> <ul style="list-style-type: none"> Is capturing of Candidate data in all foreign languages mandatory or only English will sufficient? 	English language only.
				<ul style="list-style-type: none"> Who will provide the Q bank content & in how many languages? Will the exam be bilingual? Please share the Historical data – Candidates enrolled vs Candidates granted scholarship last year Please elaborate the different modes of Payment – Offline & Online. Will be payment be accepted in Foreign currency? What is likely date for making Application portal live –Please specify the Hosting period Pls elaborate the process of Verification of documents? What support is required from Agency 	<p>Question paper will be prepared by the service provider based on the instructions/guidelines of the end client In English language only.</p> <p>No, In English language only</p> <p>Not available</p> <p>Not required</p> <p>Approx one month.</p> <p>Verification will be done by end client.</p> <p>Online counseling system</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
				<p>for Counseling</p> <ul style="list-style-type: none"> Please specify the period of Help desk for Pre-exam, Exam & counseling support. We assume only email support is required from agency 	<p>should be in place.</p> <p>Yes emails support will be sufficient.</p>
20	Pg 19 / Clause 2	Chapter – 7 Proposed contract terms, , Contract Documents	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. <u>However, in the case of the successful bidder, the agreement containing mutually agreed terms and conditions signed between the parties will be considered as the final Contract.</u>	No Change
21	Pg 19 / Clause 7	Chapter – 7 Proposed contract terms, Deliverables	The bidder whose tender is accepted shall make web portal functional within one month from the date of LOA	<u>The bidder whose tender is accepted shall arrange to start the services as agreed and finalized by the both the parties in the agreement containing mutually agreed terms and conditions.</u>	No Change
22	Pg 19 / Clause 9	Chapter – 7 Proposed contract terms	The bidder shall enter into a non-disclosure agreement with EdCIL	The bidder shall enter into a non-disclosure agreement with EdCIL <u>having mutually agreed terms and conditions between the parties.</u>	No Change
23	Pg 19 / Clause 10	Chapter – 7 Proposed contract terms, Annual Negotiation	Annual negotiation given the fact that computer hardware / software and related IT cost undergo rapid change, there would be price negotiation at the end of each year to explore possibility of any price decrease based on mutual agreement.	Clause to be deleted	Not Agreed

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
24	Pg 19-20 / Clause 12	Chapter – 7 Proposed contract terms, Performance Security	<p>EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in Annexure 7 valid up to 90days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.</p> <p>This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the successful bidder from time to time as required by EdCIL.</p> <p><u>The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.</u></p> <p>The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.</p>	<p>EMD of successful bidder shall be retained as security money after signing of agreement. The PBG will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in Annexure 7 valid for the contract term, failing which the contract will be cancelled.</p> <p>This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the successful bidder from time to time as required by EdCIL.</p> <p>Clause to be deleted</p> <p>The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.</p>	<p>No Change</p> <p>Not Agreed</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended <u>and for further period of 90 days thereafter</u>	In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for <u>duration of the contract as amended</u> .	No Change
25	Pg 19-20 / Clause 14	Chapter – 7 Proposed contract terms, , LD on account of Delays in the Bidder's Performance	Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.	Clause to be deleted	Not Agreed
26	Pg 20 / Clause 12	Chapter 7 Proposed Contract Terms Performance Security	The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. <u>This shall be in addition to any other action/penalty taken by EdCIL for failure.</u>	Proceeds of performance security shall be payable as compensation only for <u>direct losses</u> resulting from the failure of Bidder to meet out its obligations <u>and provided the failure is solely attributable to the Bidder.</u> As Performance Security will be paid to EdCIL for failure solely attributable to Bidder, no further action or penalty shall be applicable for the said failure. Further, EdCIL shall serve atleast 30 days prior written notice to Bidder before invoking Performance security or any action / penalty.	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
27	Pg 20 / Clause 14	Chapter 7 Proposed Contract Terms LD on account of delays in Bidder's Performance	Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) <u>@ 0.5% of the order value for each week</u> or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.	Provided the failure is solely attributable to the Bidder. Further, <u>LD to be 0.1% of the order value per week. Further, EdCIL shall serve atleast 30 days prior written notice to Bidder before levying any penalty.</u>	No Change
28	Pg. 20-21 / Clause 15 (a)	Chapter 7 - Proposed Contract Terms Termination of the Contract,	-	<u>Provided the failure, non-performance, delay, etc. is solely attributable to the Bidder. Further, EdCIL shall serve atleast 30 days prior written notice to Bidder in any case herein this clause.</u>	No Change
29	Pg 20-21 / Clause 15 (a)	Chapter – 7 Proposed contract terms, Termination of the Contrac	<p>The Contract is liable to be terminated if the Service Provider:</p> <ol style="list-style-type: none"> Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company)or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or Abandons the work; or 	<p>The Contract is liable to be terminated if either party:</p> <ol style="list-style-type: none"> Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company)or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or Abandons the work; or 	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or</p> <p>v. Fails to adhere to the agreed program of work; or</p> <p>vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or</p> <p>vii. Performance is not satisfactory; or</p> <p>viii. If the Service Provider obtains the contract with EdCIL with illegal manner;</p> <p>ix. Information submitted/furnished by the contract are found to be incorrect.</p> <p>X. The above shall be without prejudice to EdCIL's other rights under the law.</p>	<p>Clause to be deleted from 15 (a) (iv) to 15 (a) (x)</p>	Not Agreed
30	Pg 21 / Clause 15 (b)	Chapter – 7 Proposed contract terms, , Termination Clause b), Consequences of Termination	<p>If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:</p> <p>i. <u>EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.</u></p> <p>ii. Performance Guarantee Bond/Security in any form submitted</p>	<p>If the contract is terminated by EdCIL for reasons detailed:</p> <p>i. <u>EdCIL shall reserve the right to get work completed by any other agency.</u></p>	<p>No Change</p> <p>To be deleted</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>by the Service Provider shall stand forfeited.</p> <p>iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall <u>only</u> be released <u>after making adjustments for the expenses, charges, demands, expected losses etc. incurred</u> by EdCIL as a consequence of termination of the contract.</p>	<p>To be deleted</p> <p>iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall be released by EdCIL as a consequence of termination of the contract.</p>	<p>Not Agreed</p> <p>No Change</p>
31	Pg 22 / Clause 16	Chapter – 7 Proposed contract terms, Legal Liability	EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider	Clause to be deleted	Not Agreed
32	Pg 22 / Clause 17 (a)	Chapter – 7 Proposed contract terms, Settlement of Disputes	<p>General: If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, <u>a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the</u></p>	<p>General: If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, <u>the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third</u></p>	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<u>decision on the representation will be conveyed in writing.</u>	<u>arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The award made in pursuance thereof shall be binding on the Parties.</u>	
33	Pg 22 / Clause 17 (b)	Chapter – 7 Proposed contract terms, Settlement of Disputes,	Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the <u>Purchase committee</u> for settlement of disputes.	Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the <u>Sole Arbitrator</u> for settlement of disputes.	No Change
34	Pg 22-23 / Clause 19 (e) & (g)	Chapter – 7 Proposed contract terms, Reservation of Rights	<p>e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.</p> <p>g. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.</p>	<p>e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.</p> <p>g. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.</p>	No Change
35	Pg.23 / Clause 20	Chapter 7 - Proposed Contract Terms	-	EdCIL may serve notice of suspension only if failure, default is solely attributable to the Bidder. In any case, atleast 30 days prior written notice to be served on Bidder with reasons. Bidder to be given reasonable opportunity to remedy the failure, etc	Not Agreed
36	Pg 23-24 /Clause 21	Chapter – 7 Proposed contract terms, Force Majeure	For purposes of this clause “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or	For purposes of this clause “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of <u>EdCIL</u>, regarding Force Majeure shall be final and binding on the Bidder.</p> <ul style="list-style-type: none"> • If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days. 	<p>which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of <u>both the parties mutually taken</u>, regarding Force Majeure shall be final and binding.</p> <ul style="list-style-type: none"> • If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. The Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either Party may, terminate this agreement by giving a written notice of a minimum 15 days to the other party, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days. <p><u>EdCIL shall make all the payments to the bidder till such date of termination of the agreement.</u></p>	No Change
37	Pg 24 / Clause 23 (a)	Chapter – 7 Proposed contract terms, , Special Terms and Conditions	The <u>exact</u> scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. <u>However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.</u>	The scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project.	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
38	Pg 24 / Clause 23 (a)	Chapter – 7 Proposed contract terms, , Special Terms and Conditions	Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.	To be deleted	Not Agreed
39	Pg 26	Annexure I, Bid Form, Clause V	We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).	We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein) along with the deviation sheet submitted by us.	No Change
40	Pg 28	Annexure 3, Non Blacklisting	In response to the RFP No. EdCIL/BD/RFP/OET/2016/02 dated 14th May 2016 for Selection of Service Provider for Conduct On-Line Entrance Test and Allied Services for Admission and their pursue of Studies thereafter for Foreign Nationals on Scholarships to Indian Institutes/Universities, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible or black listed 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.	In response to the RFP No. EdCIL/BD/RFP/OET/2016/02 dated 14th May 2016 for Selection of Service Provider / Agency for Conduct On-Line Entrance Test and Allied Services for Admission and their pursue of Studies thereafter for Foreign Nationals on Scholarships to Indian Institutes/Universities, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible or black listed 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.	No Change

S. No.	Page No./ Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<u>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.</u>	<u>This declaration is based on the information and documents available with the company and is true to the best of our knowledge</u>	No Change
41	Pg 31-32	Annexure 6, Power of Attorney	-	Power of attorney would be according to the format provided by service provider	Not Agreed
42	Pg 33	Annexure 7, Letter of Proposal Submission of Financial Bid	We, the undersigned, offer to provide the IT Assignment/job for [insert title of assignment/job] in accordance with your Request for Proposal [insert date] and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop	We, the undersigned, offer to provide the services for [insert title of assignment/job] in accordance with your Request for Proposal [insert date] and our proposal along with the suggestion sheet . We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.	No Change
43	Pg 34	Annexure 8 Financial Bid	-	Please define per student? Would it be per applicant?	Per student means per applicant who is registered eligible candidate appear in the examination
44	36-38	Annexure 9, Performance Bank Guarantee	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) Ltd through the General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract	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) Ltd through the General Manager, EdCIL (India) Ltd, Noida or (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>signing authority), stating that the amount claimed is due by way of loss or damage caused to <u>or would be caused or suffered by</u> the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider <u>failure to perform the said agreement</u>. 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).</p> <p>4. We, (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and <u>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) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by</u> <u>(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.</u></p> <p>5. (a) Not withstanding anything to the</p>	<p>damage caused to the EdCIL (India) Ltd by reason of any breach by the said Service Provider <u>of any of the mutually agreed terms of conditions contained in</u> the said agreement or by reason of the Service Provider 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).</p> <p>4. We, (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect <u>up to _____ with a claim period of THREE months up to _____.</u></p>	

S. No.	Page No./ Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>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) Ltd or until (date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.</p> <p>(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 may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.</p>	<p>Request to please delete this clause</p> <p>Further this clauses may also be added</p> <p>10. This Bank Guarantee issued by _____ Bank, on behalf of Service Provider in favor of (Customer) is in respect of a new Contract / extension of Contract dated _____.</p> <p>11. As communicated by Service Provider, on the date of execution of this Bank Guarantee an amount of Rupees (Rupees) _____ only) is outstanding and payable to Service</p>	<p>Not Agreed</p> <p>Not Agreed</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
				<p>Provider _____ by _____ (Customer), in respect of previous contracts between Service Provider and _____ (Customer).</p> <p>12. As communicated by Service Provider on the date of execution of this Bank Guarantee there are no outstanding disputes related to any previous contracts between Service Provider and _____ (Customer).</p> <p>13. Notwithstanding anything contained hereinabove:</p> <p>a) <i>Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees only)</i></p> <p><i>b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</i></p> <p><i>c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of CUSTOMER under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</i></p>	Not Agreed
45	Pg 42-43 Clause 5.3	Annexure 10 Proforma pre contract integrity EMD	In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of	Request to delete this Clause	Not Agreed

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.		
46	Pg 42-43 Clause 6.1 (ii)	Annexure 10 Proforma pre contract integrity pact, Sanction for violations	The Earnest Money Deposit (in pre-contract stage) <u>and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed)</u> shall stand forfeited either fully or partially, as decided by the EdCIL and EdCIL shall not be required to assign any reason therefore.	The Earnest Money Deposit (in pre-contract stage) shall stand forfeited either fully or partially, as decided by the EdCIL and EdCIL shall not be required to assign any reason therefore.	No Change
47	Pg 42-43 Clause 6.1 (iv), (v), (vi), (vii), (viii), (ix), (x)	Annexure 10 Proforma pre contract integrity pact, Sanction for violations	(iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.	Clause to be deleted	Not Agreed

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			<p>(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.</p> <p>(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.</p> <p>(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.</p> <p>(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.</p>	<p>Clause to be deleted</p>	<p>Not Agreed</p> <p>Not Agreed</p> <p>Not Agreed</p> <p>Not Agreed</p> <p>Not Agreed</p>

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
			(x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.	Clause to be deleted	Not Agreed
48	Pg 44 Clause 6.2	Annexure 10 Proforma pre contract integrity pact, Sanction for violations	The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (iii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	No Change
49	Pg 44, Clause 6.3	Annexure 10 Proforma pre contract integrity pact, Section 6, Sanction,	The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.	Request to delete this clause	Not Agreed
50	Pg 44 / Clause 8.1	Annexure 10 Proforma pre contract integrity pact, Section 7, Sanction, Independent Monitor	An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.	An Independent monitor (s) shall be appointed mutually by EdCIL and bidder at the cost of EdCIL incase of breach of the provisions of the pact.	No Change

S. No.	Page No./Section No.	Chapter / Clause	Reference / Subject	Clarification sought	EdCIL Remarks
51	Pg 44-45 / Clause 8.6	Annexure 10 Proforma pre contract integrity pact, Section 7, Sanction, Independent Monitor	The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.	<p>The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.</p> <p><u>Audit and/or inspections under the contract agreement shall be conducted during normal working hours of the bidder solely in connection with the activities in relation to the Contract Agreement and upon reasonable advance written notie on not less than 15 days to bidder at the cost of EdCIL. Edcil will comply with bidders reasonable security and confidentiality requirement when accessing locations, facilities or other resources owned and controlled by bidder and cooperate with the bidder to minimize any disruption to the bidders business activities.</u></p>	No Change