

EdCIL (India) Limited**Corrigendum-3****Pre-Bid Meeting (held on dt. 12.01.2023) Clarifications dt. 20.01.2023**

NIT No.: EdCIL/EIS&EPS/HEI/2022 dt. 06/01/2023;

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

Sl.	Criteria	Original Clause	Clarification Sought by Bidders	EdCIL's Reply/Clarifications
1.	12. Schedule of the bidding process: Pg 7	Due Date	Extension of Time to bid submission date, by 14 days post release of corrigendum.	The Last date of submission of bid has been extended upto 06.02.2023 till 15:00 Hrs (Ref: Corrigendum2 dt. 12.01.2023).
2.	3.6. Eligibility of Bidders, Page No. 21	Quality Certification The bidder should have the following valid Quality Certification: ISO 9001, ISO14001, ISO 20000, ISO 27001. The copy of the certification	Seeking all the ISO certifications is not relevant as per the scopespecified in the bid document. Also, it may be restricting the participation. <u>Request for following modification:</u> "The bidder should have the following valid Quality Certification: ISO 9001/ ISO14001/ ISO 20000/ISO 2700. The copy of the certification"	The bidder should have the following valid Quality Certification: ISO 9001, ISO 20000 AND ISO 27001.
3.	3.6. Eligibility of Bidders, Page No. 22	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	Scope broadly requires effective program management and creative experience. Since both the requirements are different in nature hence, we request to allow JV/ Consortium as it would allow collaboration between Seasoned Program Management and creative	No change in the existing Clause.

		meeting the qualification at point no.1 below is mandatory:	agencies which may benefit the client in deliveries and outcomes.	
4.	3.7. Preparation of proposal, page no. 24;	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.		No Change in the existing Clause.
5.	3.6. Eligibility of Bidders, page no. 22;	Relevant Experience Experience of working with at least 3 Central Government Agencies;	The said clause may restrict the participation, we suggest following modifications: "Experience of working with Central Government Agencies"	No Change in the existing Clause.
6.	3.7. Preparation of proposal, page no. 23	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.	Criteria is curtailing to offer high quality resources and value proposition scope by the firms as per the need of the assignment. As a standard industry practice, Experts are being hired on need basis to ensure the quality delivery. Companies should be allowed to offer best of the resources to deliver the assignment well. We request to remove the condition mandating key personnel must be employee of the firm during the bid submission. However, people can be provided employment post winning the assignment.	No Change in the existing Clause.
7.	3.7. Preparation of proposal, page no. 23	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.	We propose to finalize a monthly roster during the project kick off to prevent from any such circumstances.	The monthly roster will be planned with the Successful bidder during project kick off.
8.	3.7. Preparation of proposal, page no. 23	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	We request to allow scanned signature of the signatory during the proposal stage. Bid cover letter will be either digitally signed or physically signed.	Since the bid is to be submitted online, the scanned copies of signed CVs (either by Key Personnel and/or countersigned

		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 Authorized signatory shall be required in original.		Pre-Bid Queries Clarifications by the authorized official of the firm) have to be uploaded. However, at the time of signing of contract physically, CVs with signature (Both Key Personnel & Authorized Signatory) in original will be required.
9.	3.10.8 Technical Evaluation Criteria, Page no.29	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 crores; In case of PMU of higher value the following is the criteria of evaluation: (i) 10-19 Crore value: 5 Marks >=20 Crore value: 10 Marks	Marking criteria offers advantage to limited firm as PMU of Rs. 20 Cr. or more are very limited. To provide equal opportunity to all the competent firms we suggest the following: 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 crores; In case of PMU of higher value the following is the criteria of evaluation: (i) 10-15 Crore value: 5 Marks >=15 Crore value: 10 Marks	Noted & Accepted 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 crores; In case of PMU of higher value the following is the criteria of evaluation: (i) 10-15 Crore value: 5 Marks >=15 Crore value: 10 Marks
10	3.17 Team Structure, Pg 35	Team Leader responsible for programme design, direction, policy and management	For better and quality delivery of work from a Team Leader we propose following qualifications to be considered- 1. PhD would be preferred 2. Any additional certifications like Six Sigma would be preferred 3. Experience: Programme design and management in large scale education and skill projects; Research, institutional fundraising, proposal development and technical report writing, overall project management	No Change in the existing Clause.

11	3.18. Timelines and Milestones, page no. 38	B. Payment advice The payment shall be made to the successful bidder only after receipt of funds to the respective accounts of the receiver company;	Team size of PMU is quite large, in case Department is not receiving any funds for more than 6 months then what provision department has designed to meet out the PMU expenditure.	The team/staff has to be deputed as per project requirement.
12	Performance Bond	As per CI 31.2.2. pg 32- Performance Bond of 3% of the bid offered value be provided as PBG. The PBG shall be released within one month after successful completion of contract and on receiving a written request from the consultant.	The bid is on percentage basis of the amount to be generated through CSR, how will be the amount for PBG be ascertained?	The clause may be read as: Performance Bond of 3% of the bid offered percentage of Rs. 350 Crore/150 Cr. be provided as PBG. For Example, if the bid offered percentage is say " <u>y%</u> " then PBG= 3% x y% x100 Crore = 3y% Crore;
13	Payment Terms	(Payment clause Pg 38) The Consultant shall be paid on monthly/quarterly basis, as agreed percentage of the amount generated through CSR;	As this is a PMU assignment which will have substantial deployment on full time basis, we request you that besides the percentage share on the CSR funds generated by the Consultant, there must be a fee to be paid to the Consultant on monthly basis to meet the recurring expenses and salary cost of the Consulting staff. We request the client to park a fixed amount of INR 8 Cr against the resources to be deployed by the Consultant and this amount shall be paid on 24 monthly installments apart from percentage agreed to be paid as incentive on CSR funds generated.	No Change in the existing clause.
14	Payment of Invoice not in dispute	Not Mentioned	Please clarify the time period for payment of consultant invoice?	The payment of consultant invoice will be made in 30 days of raising of Invoice or 30 days after credit of fund into SPV's account, whichever later.
15	Liquidated Damages	As per sub clause x pg 72, the amount of Liquidated damages has been	There is no GCC8 given in RFP document. Please clarify the amount of liquidated damages. Further, as this assignment is more towards funds raising, imposing Liquidated	There will be no implication of Liquidated damages in this RFP.

		limited to the amount mentioned under GCC 8;	damages may not be appropriate. We therefore, request you to waive off any implication of liquidated damage from the contract.	
16	Cl 7.8 pg 80, Liability Period Limit of Liability	Not Defined	Please request EDCIL to limit the Consultant liability to the maximum of fee received under the Contract.	Noted and modified, The liability of the successful bidder is stated in an unambiguous manner and capped at the maximum of fees charged.
17	Availability of Key Personnel	Full time deployment	Please provide clarification on actual number of staff to be deployed.	The team/staff is to be deputed as per project requirement.
18	Consultant right to terminate	No	We request you to please allow rights to termination to consultant as well. The consultant shall be allowed to terminate the contract in the event of non-payment of the legitimate dues or any other breach on part of EDCIL.	Please refer pg. no. 72, clause no. 7.2, e) Termination II) By the successful bidder;
19	Date Extension		We request you to extend the date of submission of bid by 14 working days.	The Last date of submission of bid has been extended upto 06.02.2023 till 15:00 Hrs (Ref: Corrigendum2 dt. 12.01.2023).
20	Payment of Incentives on CSR funds created		We understand that the project is for a duration of 24 months. During the course of 24 months, the consultants will be making efforts to generate funds from various corporates/organizations. CSR arrangement is a continuous activity and there will be funds coming under the arrangement made within the contract duration, even after the expiry of the Contract. How will the incentives against those amounts be paid to the Consultant.	In this case, the fees for the same will be paid to the agency even after the expiry of contract, subject to actual realization of the committed amount in the account of the SPV. However, the expression of interest for the same must have been signed within the validity of contract duration.

21	Pg. 5 cl. 1 Salient feature	4	Last date and time for submission of bids	16th January 2023 (15.00 Hrs)	<p>Request for Extension: Considering the prestigious nature of the project and given that, the response to the pre bid queries will have a bearing on the bidders finally respond, we request you to provide an extension of 3 weeks at least from the date of issue of pre-bid clarifications.</p>	<p>The Last date of submission of bid has been extended upto 06.02.2023 till 15:00 Hrs (Ref: Corrigendum 2 dt. 12.01.2023).</p>
	Pg. 7 cl. 12 Schedule of the bidding process	Event		Date - deadline		
		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				
22	Pg. 22 cl.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:			As per the clause, the technical proposal is to be submitted in the formats at Form 3A. Form 3A has not been provided in the NIT document. We are to understand that the technical proposal is to be submitted as per formats under 'Form 4A' to 'Form 4G'. Kindly clarify/confirm	3A is Typographical error; The technical proposal is to be submitted as per formats under 'Form 4A' to 'Form 4G'.
23	Pg. 23 cl.3.7.3 iii. Technical Proposal	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.			<p>We would like to bring to your attention that it might be difficult to have all eight employees on the payroll of the firm at the time of submission.</p> <p>Hence, we request relaxing with the criteria all the proposed eight key resources, need to be on the payroll of the firm at the time of submission. Necessary declaration may be sought to this effect if need be to ensure that they are on rolls before the PMU is made operational by the successful bidder.</p>	Other than the 8 Key Experts linked with assessment of Technical capability of the Bidders, the rest of team may be deployed as per the requirement of the Project;
24	Pg. 5 / 26/ 27, Cl. 1 / 3.9. ii. / 3.10.2 Proposal Submission	3.9. ii. All the bidders shall invariably upload the self-signed copies of RFP documents and proof of online			As per clause 3.10.2 and clause 3.9. ii. proof of online payment towards processing fee is to be uploaded. Kindly clarify whether there is	Processing Fee – NIL;

	/ Proposal evaluation	payment towards processing fee in e-procurement system and this will be the primary requirement to consider the Proposal as responsive. 3.10.2 iii. it is accompanied by the Processing Fee as specified in this RFP.	separate processing fee to be paid and the amount to be paid as the processing fee.										
25	Pg. 30 / 31 Cl. 3.10.13 /3.10.15 Proposal evaluation	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. 3.10.15 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: $Sf = 100 \times Fm / F$ [in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in Rs.) under consideration]	As per clause 3.10.13, the financial proposal is to be in percentage, whereas as per clause 3.10.15, 'F' is stated to be price of the proposal in Rupees. We understand that the F is the price in percentage. Does this imply that the % quoted by the bidders would be translated basis the minimum threshold of INR 150 crores and 350 crores set for year 1 and 2 respectively for the purpose evaluation or is there this a typographical error. Kindly clarify our understanding. Also please clarify if the INR 350 crores is cumulative or top on the fund raised during the prior period (i.e. year 1).	The quoted percentage (%) by the bidder will be changed to a numeric value based on the total project value i.e. Rs. 350 Crore. <i>Example: In case bidder has quoted as 3%, the same will be taken Rs. 10.5 Crore (3% x Rs. 350 crore) for calculation purpose only.</i> INR 350 Crores is cumulative of 2 years, i.e. Rs. 150 Crore is the target for year 1 and Rs. 200 Crore is the target for year 2.									
26	Pg. 36 Cl. 3.17 Team Structure / Team Composition	<table border="1"> <thead> <tr> <th>SI</th> <th>Role</th> <th>Profile</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Procurement Expert</td> <td>Professional with 10 years of experience</td> </tr> <tr> <td>6</td> <td>Career Counselling Expert</td> <td>Professional with 10 years of experience</td> </tr> </tbody> </table>	SI	Role	Profile	5	Procurement Expert	Professional with 10 years of experience	6	Career Counselling Expert	Professional with 10 years of experience	We request Authority to consider relaxation in Profile requirements as below: Kindly consider Professional with 8+ years of experience for the roles of ' Procurement Expert ' and ' Career Counselling Expert '	Noted & accepted. The Professionals (Procurement Expert and Career Counselling Expert) with 8 Years of Experience are accepted.
SI	Role	Profile											
5	Procurement Expert	Professional with 10 years of experience											
6	Career Counselling Expert	Professional with 10 years of experience											
27	Pg. 39, Section 4 PART 1 –	The write up in this section shall be limited to 20 single sided sheets excluding the requisite Format, with	As mentioned in the clause, the write up is excluding the requisite Format. We understand that Bidder can submit a 20 page write up	The bidder can submit a 20 page write up apart from the copy of work orders but including the Formats under 'Form 4B' for									

	Specific experience of the firm(s) related to this assignment	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.	apart from the Formats under 'Form 4B' for Bidder's Experience. Kindly clarify/confirm our understanding.	Bidder's Experience.
28	Pg. 35. Cl. 3.16.1 Miscellaneous	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.	We request Authority to consider deleting this clause.	Noted & accepted. The clause is deleted.
29	Pg. 78 Cl. 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	We request Authority to consider adding the following terms to the clause: "These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	No Change in the existing clause.

	<p>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</p>		
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		entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.		
30	Pg. 86, 87 Cl. 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.	We request Authority to consider deleting this clause.	No Change in the existing clause.
31	Pg. 25, cl. 3.7.9 Financial Proposal	Payment Structure	During the course of the engagement, there will IP generated in the form of the platform, database of donors/donees / Implementation Agencies (IAs), use case playbooks, which would be owned by EDCIL. Since there is no exit mechanism, we request considering the payment structure be changed reflect a mix of fee based (on account of cost recovery of effort on T&M basis) and success based (on the quantum of funds generated).	No Change in the existing clause.
32	Pg.35, Cl. 3.17 Team Structure		The RFP in its current form requires us to deploy a 17-member team full time onsite . We have three requests: 1. Please consider providing the flexibility for some key expert team members to work remotely subject to a cap if so desired by	1. After approval from EdCIL, the key experts of successful bidder may work remotely.

				<p>you.</p> <p>2. Given that outreach will be directed towards onboarding the three key actors, namely donors, Donees, IAs and co-ordination with state nodal agencies, the regional co- Ordinator's may be at least two for each of the five regions identified by you and thus be revised from the current figure of 5 to 10.</p> <p>3. Also, given that the one of key sources of fund raising shall be CSR/philanthropic organizations, we strongly recommend having at least 1 key expert having experience in fund raising from CSRs/ Philanthropic Organizations. The proposed key expert position may be called "CSR Specialist."</p>	<p>2. Other than the 8 Key Experts linked with assessment of Technical capability of the Bidders, the rest of team may be deployed as per the requirement of the Project;</p> <p>3. No change in the existing clause.</p>	
33	Pg. 38 Cl. 3.18 Timelines and Milestones	The payment shall be made to the successful bidder only after receipt of funds to the respective accounts of the receiver company.		<p>Actual transfer of funds would be a function of regulatory policies, current compliances and enabling systems and processes and thus beyond the control of the agency.</p> <p>We thus request the payment be linked to MOUs inked between the two parties and not actual transfer of funds which may happen at a lag</p>	No change in the Existing Clause.	
34	Pg. 6. Cl. 1 Salient feature	11	Proposal Evaluation Process	Quality cum Cost Based System (QCBS) of evaluation 70:30 (70% weightage for technical proposals and 30% weightage	<p>Please consider changing the QCBS Evaluation. Request to change it to 80:20 (80% weightage for technical proposals and 20% weightage for financial proposals) to ensure that more importance is given on the quality parameters and the technical credentials of the bidder(s).</p>	No change in the Existing Clause.

			for financial proposals)		
35	Pg. 60 Cl. 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 disbursements, 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.	We understand that the development costs for the platform will have to be borne by the bidders? Since this will be an IP to be developed for the sole purpose of EDCIL/ designated SPV of EDCIL, coupled with the fact the PMU is envisaged for two years. We also bring to your kind attention that the team designated to develop the platform would be additional and beyond the 17-member team currently asked for, given the varied skill sets which currently is not mapped to the 17 member team. We thus propose that the time and material costs be re-imbursed to the shortlisted bidder.	Yes, the development costs for the platform will have to be borne by the bidders. No change in the clauses related to payment terms.	
36	Pg. 80 Cl. 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.	We request Authority to consider change this clause such that the liability is stated in an unambiguous manner and capped at the maximum of 1x of the fees charged.	Noted and modified, The liability of the successful bidder is stated in an unambiguous manner and capped at the maximum of fees charged.	
37	Pg. 81 Cl. 7.12 Removal and / or Replacement of Personnel 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.	Given that the project is for a duration of 2 years, there would be instances where a replacement is required due to factors beyond the bidder's control. While the bidder will take due care, we request you consider and relax the said clause	Noted, The replacement of all the 8 Key Experts for maximum 2 nos. replacements is allowed. However, the replacement has to be done with person	

			which restricts bidders to 2 replacements for up to 2 key experts positions and allow replacement to for all 8 key experts .	equivalent or better qualifications. Prior to replacement, the same has to be bring into Notice of EdCIL/SPV authorities.
38	Pg. 17 Cl. 3.1.11 Termination for Contract	--	We request Authority to consider adding the following clause under 'Termination'. "The Successful Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client, if Successful Bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Upon termination, Successful Bidder shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination".	Please refer pg. no. 72, clause no. 7.2, e) Termination II) By the successful bidder;
39	--	--	We request Authority to consider adding the following clause under 'Reporting obligations'. "Any information, advice, recommendations or other content of any reports, presentations or other communications Consultant provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report".	Please refer clause 3.4: Ownership of document and copyright , Pg. 20 in this regard.

40	Pg.21 Cl.3.6 (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 (FY 2019-20; 2020-21; 2021-22)	We recommend given the nature of services and allow a more level playing field especially with reference to Tier-II bidders, we request you please revise the requirement upwards. Average Annual Turnover of last 3 financial years of the firm from Advisory consultancy business should be minimum of INR 100 crores as on March 31, 2022 (FY 2019-20; 2020-21; 2021-22)	No change in the existing clause.
41	Pg.22 Cl.3.6 (4) Quality Certification	The bidder should have the following valid Quality Certification: ISO 9001, ISO14001, ISO 20000, ISO 27001;	While EY globally has ISO 14001 certification, in India this is not yet enforced and is applicable more to manufacturing companies. Request you please exempt bidding companies from this requirement	Noted & accepted; The modified clause will be as given below: The bidder should have the following valid Quality Certification: ISO 9001, ISO 20000 and ISO 27001;
42	Pg. 29 Cl. 3.10.10 Technical Evaluation Criteria	--	We do not find any mention on asking for experience relevant to the project. Since this is a project pertaining to fund raising in the Education Sector we recommend we should have some criteria at least to evaluate the firms for relevant experience. We recommend inclusion of the following criteria to the Technical Evaluation table and accordingly scoring methodology reflect the same: (a) Average Turnover from Consulting services in the Education Sector of at least INR 20 crores. (b) Demonstrated experience of fund raising of INR 100 crores over the last three years	No change in the existing clause.
43	Clause 3.1.17Point c) iii) Refund of EMD; Page 18-	In Case of Successful Bidder, the EMD shall be refunded after submission of Performance Bank Guarantee (3% of	It is requested that the requirement of the PBG may be removed as the financial proposal has been designed as a success fee model linked	No change in the existing clause.

	19; Clause 3.12.2Point iv. Performance Security Page 32;	thebid offered value of the successful bidder)from a Nationalized bank operating in India. Performance Security equivalent to Performance Bank Guarantee (3% of thebid offered value of the successful bidder) from a Nationalized bank operating in India shall be furnished by the successfulbidder... within 1 month after receipt of written request from the successful bidder.	with the CSR fund raised. The same cannot be confirmed at the current stage of bid submission.	
44	Page 20 Clause 3.4 Ownership of document and copyright Point 3.4.1	All the deliverables and study outputs including primary data shall be compiled ... 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 ... in relation tothe programme, shall be and remainproperty of the EdCIL.	Since subsequent clauses suggest that the bidder may have to develop a software, therefore, pre-existing IPR, source code etc. cannot be shared. This is to clarify that only new IPR created can be transferred after due payment for the same is made and will be only for use of EDCIL for this project. It is requested that the same be confirmed. Also, it is requested to consider that in case of use of the software post the contract period, it will the responsibility of EDCIL and the bidder will be only required to share the system to EDCIL. However, the clarification regarding the development of software has been sought subsequently in point no. 4 of this document.	Yes, the successful bidder is required to develop and manage the software and no additional payment will be made for the same. Also, before expiry of the contract, the successful bidder will handover the same for EdCIL's use at no extra cost.
45	Clause 3.7.3. Technical Proposal Point iii Pages 22-23	The key personal (team leader and personnel whose CVs to be considered for technical evaluation-total 8 nos.) must bean employee of the firm.	Since the engagement is designed as a success fees-oriented project, it is requested that the deployment of resources, including increased deployment for meeting project objectives is at the discretion of the bidder	Other than the 8 Key Experts linked with assessment of Technical capability of the Bidders, the rest of team may be deployed as per the

			only.	
46	Clause 3.7.9. Financial Proposal Point ii Page 25	All the costs associated with the Assignment ... the cost related to boarding, lodging, travel, entitlements, IT software design, software management etc. The percentage ... non-responsive and liable to be rejected.	The RFP suggests "software design, software management, etc." at one place and "software prepared by the Successful Bidder" at another place. In this regard, it is requested to confirm in case the software is provided by EDCIL.	The successful bidder is required to develop and manage the software and no additional payment will be made for the same.
47	Clause 7.7 Documents Prepared by the successful bidder to be the Property of the Client Pages 78-79	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 ... (including any reports and documents prepared by the Successful Bidder), will be the ownership of the Client.	In case the same is being provided by EDCIL, it is requested to share details of the software, including but not limited to: a. technical specifications, b. functionality, c. data hosting/ maintenance, etc.	The software is being design, developed and managed by the Successful bidder only at no extra cost.
48	Clause 3.17 Team Structure Page 35	--	It is requested that the requirement of staff may only be considered as indicative for the purpose of successful delivery of this assignment as the requirement of staff and payment terms are not in consonance, as the staff requirements have been asked for setting up of a PMU, while payment is completely linked to success.	Other than the 8 Key Experts linked with assessment of Technical capability of the Bidders, the rest of team may be deployed as per the requirement of the Project;
49	Clause 3.18. Timelines and Milestones Payment Advice Page 38-39	1 The payment shall be made to the successful bidder only after receipt of funds to the respective accounts of the receiver company ... 3 The SPV or EdCIL shall not pay any advance/mobilization funds in any form/source to selected firm/organization on	It is requested to clarify the payment terms as the same is not in line with the milestones. Accordingly, it is proposed that the following payment terms may be updated as: a. 90% of the Fund Raised (as per the success fee quoted) paid within 15 days of MoU signed b. 10% of the Fund Raised on transfer of	No Change in the given

		selection/inception for undertaking the activities.	<p>money into the EDCIL designated account for the scholarship program.</p> <p>C. Success fee to be raised in blocks of INR 10 crores.</p> <p>Kindly clarify the meaning of the term: "respective accounts of the receiver company".</p> <p>In addition, since the software for effecting the scholarship payment will be part of EDCIL, it is proposed that the payment for software be separated from the bid amount and be paid as per the following milestones:</p> <ol style="list-style-type: none"> Finalization of Software Requirement 10% of the Software fees. Acceptance Testing 20% of the Software fees. Go-Live 50% of the software fees. Completion of contract or 2 years, whichever is earlier 20% of the software fees and transfer of any freshly created IPR <p>Further, it is requested to consider that the maintenance cost post 2 years and the hosting infrastructure including connectivity will be borne by EDCIL.</p>	<p>clause.</p> <p>Respective accounts of the receiver company: EdCIL is in the process of formation of a section-8 company. The fund raised will be transferred to the account of that section-8 company.</p> <p>The rules of Section-8 company will prevail during execution of the Project.</p>
50	Form 4D Page 45	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client	It is requested to furnish more details with respect to form 4D so as to provide the requisite information by the bidder. Please suggest if this is in addition to the pre bid queries being submitted.	No, this is part of Technical Bid, wherein the bidder may suggest any improvements/ expectations on the given TOR and Counterpart staff and facilities, which the bidder is expecting from the client for better outcome of the project.
51	Clause 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	It may be clarified that in the specified scope of work, the bidder will not be responsible for: <ol style="list-style-type: none"> Preparation of Legal documents including contract documents for execution of the 	Noted and accepted.

	Page 62	<p>assistance to meritorious students lacking means, exposure to the students to encourage them to pursue higher education ... 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.</p>	<p>programs, which will be the responsibility of EDCIL.</p> <p>b. Preparation of any other statutory or documentation requirement not covered in the scope of work.</p> <p>c. Company formation or secretarial function.</p> <p>d. Company Management roles.</p> <p>It may also be confirmed that the bidder will be responsible for preparation of the creatives and outreach material but the responsibility of printing, advertising, event cost etc. will be borne by EDCIL.</p>	
52	<p>Clause 6.4</p> <p>Scope of Work for the onboarded agency</p> <p>Page 62</p>	-	<p>In order to ensure that the project outcomes are met, it is requested to clarify the role of EDCIL as well as Ministry of Education, including but not limited to:</p> <p>a. Clear ministry endorsement for the scheme.</p> <p>b. Immediate Processing of meeting request from companies proposing funds under the scheme with senior officials including secretary and Minister.</p> <p>c. Availability of senior EDCIL and Ministry officials for meetings/ VC with potential donors across India.</p> <p>d. Feedback and Approval of all deliverables within 7 days of the submission including marketing materials, collaterals, etc.</p> <p>e. Letters/ communication to potential donors and institutions.</p> <p>f. Authorization to the consultant for outreach.</p>	<p>a. Ministry of Education has accorded approval for the project and is one of the stakeholder.</p> <p>b. EdCIL/SPV will support;</p> <p>c. Senior officials of EdCIL and its SPV will support.</p> <p>d. EdCIL and its SPV will support;</p> <p>e. EdCIL and its SPV will support;</p> <p>f. EdCIL and its SPV will support;</p>

53	Page 7	Salient FeaturesPoint 12. Last date and time for submission of bids	It is requested to extend the date of bid submission from 16th January 2023 to 23rd January 2023 (i.e. 1 week)	The Last date of submission of bid has been extended upto 06.02.2023 till 15:00 Hrs (Ref: Corrigendum2 dt. 12.01.2023).
Further clarifications on the following clauses may be read as:				
SI.	Existing Clause		Clause Amended As	
1	Pg. 37 Cl. 3.18 Timelines and Milestones Sub cl. A. Deliverables pt. no. 1; "Developing a work plan for inviting financing partners/ agencies"		"Developing a work plan for inviting partners/ agencies for Higher Education Initiatives"	
2	Pg. 37 Cl. 3.18 Timelines and Milestones Sub cl. A. Deliverables pt. no. 2; Conducting stakeholder workshops and or meetings with Ministry officials to obtain commitment / enter into MOUs;		Conducting stakeholder workshops and or meetings with Ministry officials to firm the scope of work and directions in achieving the deliverables of the project.	
3	Pg. 63, Cl. 6.4 Scope of work; Sub cl. 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.		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. This will be undertaken by the firm on its own costs as part of the administrative costs.	
4	Pg. 63, Cl. 6.4 Scope of work;		Following "Note" is being added at the end of the clause 6.4: Note: The selected agency will design, develop, install and manage, technology platform for disbursement of funds. The platform will be hosted by an agency, e.g., NIC/open Source who are authorised to manage/ store/ run AADHAAR based applications. EdCIL or its authorities shall exercise full rights for its use till such time as it deems appropriate.	

5	In case of contract extension beyond 2 years for 2 more years on annual basis, the further projection for 2 more years is being added and the modified clause is enclosed as Annexure-1:	Please refer the enclosed Annexure-1 with Modified clause no. Cl. 3.18 Timelines and Milestones.
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Annexure-1**Amended Cl. 3.18 Timelines and Milestones**

A	Deliverables	Timeframe
1	Developing a work plan for inviting partners/ agencies for Higher Education Initiatives;	T + 1 months
2	Conducting stakeholder workshops and or meetings with Ministry officials to firm the scope of work and directions in achieving the deliverables of the project.	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

	In case of extension of contract with successful bidder beyond 02 years, for two more years on annual basis, the following milestones will be applicable:	
21	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 500 Cr for Higher Education Initiatives;	T + 27 months
22	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 700 Cr for Higher Education Initiatives;	T + 30 months
23	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 900 Cr for Higher Education Initiatives;	T + 33 months
24	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 1100 Cr for Higher Education Initiatives;	T + 36 months
25	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 1300 Cr for Higher Education Initiatives;	T + 39 months
26	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 1500 Cr for Higher Education Initiatives;	T + 42 months
27	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 1700 Cr for Higher Education Initiatives;	T + 45 months
28	Obtaining expression of interest to fund scholarships from donors/CSR sponsors with intent to provide financial support aggregating to Rs. 1900 Cr for Higher Education Initiatives;	T + 48 months