

Indian Institute of Mass Communication

SELECTION OF INTERNATIONAL ACADEMIC PARTNER FOR NATIONAL  
CENTER OF EXCELLENCE IN ANIMATION, VISUAL EFFECTS, GAMING  
AND COMICS

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INVITATION FOR EXPRESSION OF INTEREST (EOI) cum REQUEST FOR  
PROPOSAL (RFP)

July 2017

EOI – cum - RFP Submission Date: 10 August 2017

*(This document is meant for exclusive purpose of expressing interest and submitting the Bids and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)*

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**DISCLAIMER**

- a. Though adequate care has been taken in the preparation of this Expression of Interest cum Request for Proposal Document (“EOI-cum-RFP” document or “Bidding document”), the Applicant should satisfy himself/ herself/ itself that the document is complete in all respects. Intimation of discrepancy, if any, should be given at below mentioned address latest by **1500 hours ( IST) of 18 July 2017**, in case, no such intimation is received by the said deadline, it shall be deemed that the Applicant is satisfied that the document is complete in all respects.

**Shri P.V.K. Raja**  
**Deputy Registrar,**  
**Indian Institute of Mass Communication**  
**Aruna Asaf Ali Marg,**  
**New Delhi – 110067**  
**Email: [pvkrajaa@gmail.com](mailto:pvkrajaa@gmail.com)**

- b. That neither the Indian Institute of Mass Communication (“IIMC” or “the Authority”) nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI-cum-RFP document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI-cum-RFP document and obtain independent advice from appropriate source before submission of this EOI and bid.
- c. That neither the IIMC nor their employees or consultants will have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the Bidding document(s).
- d. IIMC reserves the right to reject any or all of the bids submitted in response to this EOI-cum-RFP document at any stage without assigning any reasons whatsoever. IIMC also reserves the right to hold, or withdraw or cancel the selection/bidding process at any stage under intimation to the Applicants who submit their bid.
- e. IIMC also reserves the right to modify or amend or add to any or all of the provisions of the Bidding document(s) or cancel the same in its entirety.

**NOTICE INVITING**  
**EXPRESSION OF INTREST – CUM - REQUEST FOR PROPOSAL**

**NATIONAL CENTRE OF EXCELLENCE FOR ANIMATION, VISUAL  
EFFECTS, GAMING AND COMICS (AVGC)**

**INDIAN INSTITUTE OF MASS COMMUNICATION**

Indian Institute of Mass Communication, Aruna Asaf Ali Marg, New Delhi-110067

File No. V/1027/IIMC/2016

Expression of Interest and Requests for Proposals for “Selection of International Academic Partner for setting up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics” are invited from academic institutions/organizations. The detailed terms and conditions are prescribed in the EOI-cum-RFP document, which can be downloaded from the Central Procurement Portal (CPP): <https://eprocure.gov.in> and also from the website **www.iimc.gov.in**. The bid submitted through the Central Procurement Portal will **only** be considered.

You can send your queries on the document, if any, to Indian Institute of Mass Communication before or by **1500 hours 18 July 2017**. The last date for submission of the completed proposal for selection of International Academic Partner for setting up of the National Centre of Excellence for Animation, Visual Effects, Gaming and Comics in a sealed cover super-scribed “**Bid for Selection of International Academic partner for setting up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics**” is at **1500 hours on 10 August 2017** in Delhi. Technical Bids would be opened at **1500 hours on 11 August 2017** in the presence of available applicants or their representatives. The proposals will be evaluated in accordance with the evaluation criteria. The Financial Bid will be opened on a suitable date to be decided later which will be informed on the Central Procurement Portal <https://eprocure.gov.in> and also on the website of the Authority [www.iimc.gov.in](http://www.iimc.gov.in).

(P.V.K. Raja)  
Dy. Registrar  
Aruna Asaf Ali Marg,  
New Delhi - 110067  
Telephone: +91 - 1126741062

## **1. INTRODUCTION**

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### **1.1 Background**

1.1.1 The Indian Animation, Visual Effects, Gaming and Comics (“AVGC”) industry constitutes 7% of the overall media and entertainment industry in India. It is expected to grow at a CAGR of 15% to reach a size of INR 14,747 crore by 2019.<sup>1</sup> The AVGC industry in India has an employment of 85,000 people, 70% of which comprises entry level job roles (National Skills Qualification Framework “NSQF” levels 1 to 3) mainly in the production segment servicing the outsourcing requirements of developed economies.<sup>2</sup> There is also a huge potential to tap the rich cultural heritage of India and take it to the next generation through animation. Other opportunities in AVGC are in the fields of e-learning, medicine.

1.1.2 The Ministry of Information & Broadcasting (“MoIB”) has, with a vision to develop highly-skilled talent and nurture IP development in AVGC industry in India, proposed to set up a National Centre of Excellence (NCOE) for Animation, Visual Effects, Gaming and Comics (AVGC) (“The Project”). The objective of the NCOE in AVGC will be to impart world class education in AVGC to cater, not only to the needs of Indian industry but also those of the global players operating in the said sector.

1.1.3 The NCOE for AVGC will be setup under the Indian Institute of Mass Communication (Indian Institute of Mass Communication is a Society promoted by the Ministry of Information and Broadcasting). The Government will take measures to provide a high level of recognition to the NCOE to ensure academic and operational autonomy. The Government will provide requisite land and initial capital for setting up the National Centre of Excellence in AVGC.

1.1.4 In order to ensure close linkages with the industry and be at the forefront of technology and trends in the AVGC industry, it is envisaged that an academic player with adequate experience in AVGC and higher education will be engaged for establishing and operating the National Centre of Excellence for AVGC. The selection of the academic player would be carried out by the Indian Institute of Mass Communication on behalf of the Ministry of Information & Broadcasting in ambience

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<sup>1</sup> FICCI KPMG Indian Media and Entertainment Industry Report 2015

<sup>2</sup> KPMG Analysis as part of Preparation of Detailed Project Report for setting up NCoE in AVGC

with the terms and conditions already laid down in the RFP document for selection of Operating Partner for setting up of NCoE for AVGC. The Indian Institute of Mass Communication would also select an international partner to assist in areas such as content and curriculum development, faculty development and training to ensure NCoE is setup and operated in line with the international standards.

## **1.2 Conceptual Overview of NCOE**

1.2.1 The NCOE in AVGC is envisaged to be an apex institution of world class quality aimed at making India an AVGC hub globally. In the last 2 decades, significant progress has been made in the AVGC industry in India with many in-house animation productions such as Chota Bheem, Little Krishna as well as an increased use of VFX in films. A shortage of highly skilled talent is increasingly being felt in the pre-production and post-production segments for job roles classified under National Skills Qualification Framework (“NSQF”) levels 4 and above. While 26,000 people are employed in such job roles currently, an incremental manpower requirement of 80,000 jobs is estimated to arise in the next 10 years.<sup>3</sup>

1.2.2 The NCOE aims at producing highly skilled and talented workforce for the AVGC sector that would enable those involved in the sector to move up the value chain and establish a significant presence within the fast growing media and entertainment industry throughout the world.

1.2.3 The primary objectives of NCOE in AVGC would be the following:

- Provide formal education in this sector and address an annual enrollment of 1500 across Under Graduate (“UG”), Post Graduate (“PG”), Doctor of Philosophy (“PhD”) and short-term programs in AVGC
- Build Intellectual Property (“IP”) in the AVGC sector considering the imminent requirement of IP in this sector
- Function as a think tank in the AVGC sector and provide inputs on policy formulation in the sector
- Create and disseminate knowledge in the AVGC sector by conducting events and conferences and showcase the capabilities built and promote the sector at a global level.

## **1.3 Role of Government**

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<sup>3</sup> National Skill Development Corporation Media and Entertainment Skill Gap Report, KPMG Analysis as part of Preparation of Detailed Project Report for setting up NCoE in AVGC

1.3.1 The Ministry of Information and Broadcasting is leading the efforts in setting up the NCOE in AVGC and has entrusted Indian Institute of Mass Communication as executing body. IIMC is taking this up by bringing together relevant stakeholders such as people from the industry and respective state governments to establish the NCOE. A conducive environment would be created to attract the best talent in AVGC towards the NCOE. Land measuring about 20 acres is being made available for the NCOE. The initial funding for infrastructure creation would be provided by the Central Government. A corpus fund is also planned to be set up that would support the operational expenses in the initial 3-5 years. NCOE is envisaged to be adequately funded by the Government with complete functional autonomy.

#### **1.4 Role of the Operating Partner (Indian)**

1.4.1 To ensure highest national/ international standards are adhered to in the setup and operations of NCOE, it is envisaged to be operated by an operating partner with deep domain expertise and experience in the AVGC sector. The key roles and responsibilities of the operating partner are envisaged to be the following:

- Developing the conceptual model for the NCOE including, but not limited to, vision, mission strategy, academic design, operating model, infrastructure design, industry/ academic collaborations, research, organization setup.
- Formation of a governing board comprising eminent people from the AVGC sector and other relevant fields.
- Developing soft infrastructure such as curriculum and content, organization processes and policies, technology infrastructure for the NCOE.
- Operating the NCOE in a sustainable manner as per national/ international standards for a period of 10 year, extendable up to 30 years.
- Bearing operational expenses which include engagement of faculty, maintenance of infrastructure and other expenses towards running of the institution.
- Work closely with the International Academic Partner specializing in AVGC for curriculum development, assessment, program implementation and faculty development. The International Academic Partner will be selected by the MoIB and Indian Institute of Mass Communication (“IIMC”).

#### **1.5 Role of the International Academic Partner**

1.5.1 To ensure NCoE is setup and operated in line with international standards and best practices in AVGC education, an international partner with adequate experience will be engaged by IIMC for a period of 5 years (“Engagement period” – which shall

commence from the date of signing of contract with them by the Authority). The key roles and responsibilities of the International Academic Partner would include:

- Assist in development of content and curriculum for the programs to be launched in NCOE by working closely with the Indian operating partner. Curriculum to be developed for Undergraduate, Postgraduate, Executive Development Programs, Advanced Diploma Programs, Short Term Skill Development Programs.
- Assist in faculty development and training through a series of faculty exchange programs (inbound and outbound) and faculty training programs
- Facilitate international exposure to students through student exchange programs (inbound and outbound). Programs could be short term exposure programs or long term research oriented programs etc.

1.5.2 It is envisaged that the international academic partner would be engaged for a period of 5 years. The international academic partner would be paid a fee for the services provided under the management services Agreement.



## **2. SELECTION PROCESS**

- 2.1 The Authority has adopted a two-cover, two stage bidding process (“Bidding Process”) for the selection of the international partner for NCoE for AVGC.
- 2.2 In the first stage, the interested Bidders, (the “Bidders”) are being called upon to submit their technical capacity details (“Cover-1”, “Technical Bid”) and their financial proposals (“Cover-2”, “Financial Bid) together referred to as the “Bid” in accordance with the terms specified in these Bidding Documents.
- 2.3 In the second stage, a team from Ministry of Information and Broadcasting, Indian Institute of Mass Communication, FICCI AVGC Forum, and their representatives, empanelled consultants will visit the campus of the shortlisted bidders. An Evaluation Report will be prepared based on the visit to the campus of the shortlisted bidders.
- 2.4 The Bidders will be evaluated based on the parameters mentioned in “Evaluation of Bids” section of this document. The Bidder shall submit the Technical Bid in the format specified in Annexures-I and II of Appendix I and Financial Bid in the format specified in Appendix –II and III and upload it on Central Procurement Portal by or before **10 August 2017**.
- 2.5 The Bidding Documents (the “**Bidding Documents**”) include the EOI-cum-RFP and the Project Information Memorandum (“PIM”) prepared by the Authority. The aforesaid documents and any addenda issued subsequent to the EOI-cum-RFP and the PIM will be deemed to form part of the Bidding Documents.
- 2.6 The Bidder is required to deposit, along with its Technical Bid, a bid security of INR 10,00,000 (Rupees Ten lakhs) or equivalent amount in the bidder’s home currency (“**Bid Security**”), refundable not later than 60 days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till the bidder provides a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority. The bank guarantee shall be in line with the format given in Appendix V and its validity period shall not be less than 180 days from the Bid Due Date, inclusive of a claim period of 60 days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.7 The Selected Bidder’s Bid Security will be returned, without any interest, upon signing of the Service Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Service

Agreement. The Performance Security will be five (5) percent of the total cost of Financial Proposal. The bidder may submit equivalent amount in the selected bidder's home currency.

2.8 Only Top three Bidders who score 70 percentage of marks (excluding 20 marks for financial bid) or above in the first stage will be considered for Stage 2 i.e. top three bidders with 56 or above marks in Stage 1 will be considered for Stage 2.

2.9 Based on the score of Stage 1 and the Evaluation Report, the international partner to be selected will be recommended by the evaluation team (as defined in Part 3 of this document) to the Ministry of Information and Broadcasting/Indian Institute of Mass Communication.

## **2.10 Eligibility of Bidders**

2.10.1 For determining the eligibility of the Bidders to participate in this EOI-cum-RFP, the following stipulations shall apply:

a) The bidder shall be a single entity only.

b) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if any of, including but not limited to, the following apply:

(i) They have controlling shareholders in common; or

(ii) They receive or have received any direct or indirect subsidy from any of them; or

(iii) They have the same legal representative for purposes of this bid; or

(iv) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(v) A Bidder participates in more than one bid in this bidding process; or

(vi) Such Bidder, or any associate thereof has a relationship with another Bidder, or any associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or

(vii) Such Bidder, or any associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its member or associate in the past but its assignment expired or was terminated prior to the Bid Due

Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the scheduled operation date of the Project.

## **2.11 Bid Security**

2.11.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least INR 1,000 crore (INR one thousand crore), in favour of the Authority in the format at Appendix-V (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.11.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Delhi (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.11.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.11.4 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.11.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Bidder signing the Services Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Services Agreement.

2.11.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause following this paragraph herein below. The Bidder, by submitting its Bid pursuant to this EOI-cum-RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this EOI-cum-RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.11.7 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Services Agreement, or under the applicable laws, if

- a. a Bidder submits a non-responsive Bid;
- b. a Bidder engages in a corrupt, fraudulent , coercive, undesirable or restrictive practice(s) ;
- c. a Bidder withdraws its Bid during the period of Bid validity as specified in this EOI-cum-RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit -
  - to sign and return the duplicate copy of Letter of Award (LOA); or
  - to sign the Services Agreement; or
  - to furnish the Performance Security within the period prescribed therefore in the Services Agreement.
- e. the Selected Bidder, having signed the Services Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.12 The Bidder should submit a Power of Attorney as per the format prescribed in Appendix-IV, authorizing the signatory of the Bid to commit the Bidder.

2.13 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Agreement including implementation of the Project.

2.14 Any queries or request for additional information concerning this EOI-cum-RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.15.5 by or before **18 July 2017**. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: EOI-cum-RFP for selection of International Academic Partner for setting up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics”.

## **2.15 Sealing and Marking of Bids**

2.15.1 The bidder, as a part of the Technical bid, shall submit the Technical and Financial capacity & Technical Proposal in the format specified in the Annexures, and seal it in an envelope. The Bidder shall seal the original and the copy of the Technical Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes have also to be marked as “Technical Bid for Selection of International Academic Partner for setting up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics”. . The Bid which are uploaded in the Central Procurement Portal (CPP): <https://eprocure.gov.in> will **only** be considered. The bidders are required to register themselves on the CPP to submit their responses. All the relevant information will be published on the CPP and IIMC website.

2.15.2 The Bidder shall submit the Financial Bid in the format as specified in Appendix II and Appendix III, seal it in a separate envelope and mark the envelope as **“Financial Bid for selection of International Academic Partner for setting-up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics”**

**2.15.3** The documents accompanying the Bid shall be placed in a separate envelope and marked as **“Enclosures of the Bid for Selection of International Academic Partner for setting-up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics”**. The documents shall include:

- a. Bid Security in the format at Appendix–V;
- b. Power of Attorney for signing of Bid in the format at Appendix–IV;
- c. A Copy of Bid Processing Fee: A Demand Draft of INR 10,000 issued by any of the Nationalized/ Scheduled Banks in India in favour of the “Indian Institute of Mass Communication”, payable at New Delhi.

*[Note: To avoid confusion, it may be noted that the Original DD towards Bid Processing Fees and the Original Bank Guarantee for Bid Security may be placed in a separate envelope.]*

2.15.4 The three envelopes shall be placed in an outer envelope, which shall be sealed. The outer envelope shall clearly bear the following identification:

**“Bid for the selection of International Academic Partner for setting up of National Centre of Excellence for Animation, Visual Effects, Gaming and Comics”**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

2.15.5 Each of the envelopes shall be addressed to:

Shri P.V.K. Raja  
Deputy Registrar,  
Indian Institute of Mass Communication,  
Aruna Asaf Ali Marg,  
New Delhi-110067  
Email: pvkrajaa@gmail.com  
Telephone: +91- 1126741062

2.15.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.15.7 The entire bid **must be** uploaded on the Central Procurement Portal: <https://eprocure.gov.in>. All Bids must also be submitted in hard copy, by registered post or in person at the designated address.

2.16 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.17 The Bidders may submit the Bid processing fee, Bank Guarantee, Performance Security in their home currency with conversion rate to INR prevailing in the currency markets on the day of release of the EOI-cum-RFP document.

#### **2.18 Scheduling of Selection Process:**

The timelines for the overall selection process are outlined below.

| <b>Activity</b>                               | <b>Scheduled date</b>        |
|---|------------------------------|
| Issue of EOI cum RFP document                 | 11 <sup>th</sup> July 2017   |
| Due date for submission of queries on the Bid | 18 <sup>th</sup> July 2017   |
| Issue of clarifications to queries on Bid     | 25 <sup>th</sup> July 2017   |
| Due date for Bid submission                   | 10 <sup>th</sup> August 2017 |
| Release of Technical Score of Stage 1         | To be notified later         |
| Visits to Individual Campuses                 | To be notified later         |
| Letter of Award for Selected Partner          | To be notified later         |

#### **2.19 Cost of Bidding:**

2.19.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.20 Verification of Information

2.20.1 Bidders are encouraged to submit their respective Bids after being fully conversant with the applicable laws and regulations, and any other matter considered relevant whether or not in connection with this EOI cum RFP.

2.20.2 The Authority shall not be liable for any omission, mistake or error in respect of any matter or thing arising out of or concerning or relating to EOI-cum-RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## 3. EVALUATION OF BIDS

3.1 The Bidders will be evaluated based on the profiles of team members who will assist NCoE in curriculum development, student exchange development, faculty development; experience of executing similar projects in the past and experience in the AVGC, Augmented Reality (“AR”) and Virtual Reality (“VR”) (AR/VR) sector, strength of industry alliances, international collaborations, and research excellence. The interested bidders are required to submit the following:

### 3.2 Operational Experience: 30 marks

The bidder will be evaluated on the following parameters in order to assess technical capacity:

3.2.1 In order to assess technical capability of the applicant, experience of operating/developing of key disciplines of AVGC and AR, VR field is of utmost importance. These key disciplines are listed below:

| S.No. | Discipline        |
|-------|-------------------|
| 1     | Animation         |
| 2     | Visual Effects    |
| 3     | Gaming            |
| 4     | Comics            |
| 5     | Augmented Reality |
| 6     | Visual Reality    |

3.2.2 Number of enrollments in last three (3) academic years in respective disciplines, as listed in the table below, will be considered in order to assess scale of operations:

| S.No. | Discipline        | Minimum number of enrollment in last three (3) academic years |
|-------|-------------------|---|
| 1     | Animation         | 200   |
| 2     | Visual Effects    | 200   |
| 3     | Gaming            | 100   |
| 4     | Comics            | 100   |
| 5     | Augmented Reality | 100   |
| 6     | Visual Reality    | 100   |

In case of multiple campuses operated by a bidder, the total sum of enrolments in the discipline across the campuses will be considered.

3.2.3 Existing technical capabilities/labs in each of the above mentioned six disciplines

### **3.3 Profile of team members:10 marks**

3.3.1 The profiles of proposed team leader and the proposed core team members who will be deployed in India to assist NCoE in curriculum development & faculty development and training needs to be submitted in the form of format attached in the Annexure II of Appendix I.

3.3.2 The core team will be composed of Team Leader, Curriculum Development Expert, Faculty Development & Training Expert, Program manager-cum-coordinator. The core team will be led by Team Leader who may be based out of parent country. The bidder may also share the profiles of the other team members who will assist the core team in the assignment in the form of format attached in the Annexure II of Appendix I.



3.3.3 The minimum educational qualification and professional work experience for the existing team in AVGC AR/VR vertical and core team members are tabulated below:

| Sr. No. | Designation                     | Minimum Educational Qualifications | Work Experience   |
|---------|---------------------------------|------------------------------------|---|
|         |                                 |                                    | <ul style="list-style-type: none"> <li>•</li> </ul>   |
| 1       | Team Leader                     | Masters in any discipline          | <ul style="list-style-type: none"> <li>• Minimum 15 years of professional work experience of teaching/training/industry in AVGC AR/VR sector</li> <li>• Experience of leading at least one assignment/programme involving curriculum development, faculty development programs for an institute/industry in AVGC AR/VR sector</li> <li>• Experience of leading industry collaborations/consultancy projects in AVGC AR/VR sector</li> </ul> |
| 2       | Program Manager and Coordinator | Masters in any discipline          | <ul style="list-style-type: none"> <li>• Minimum 10 years of professional work experience of teaching/training/industry in AVGC AR/VR sector</li> <li>• Experience of managing at least one assignment/programme involving curriculum</li> </ul>  |

|   |   |                                 |   |
|---|---|---------------------------------|---|
|   |   |                                 | <p>development, faculty development programs for an institute/industry in AVGC AR/VR sector</p> <ul style="list-style-type: none"> <li>• Experience of managing industry collaborations/consultancy projects in AVGC AR/VR sector</li> </ul>  |
| 3 | Curriculum Development Expert           | Master Degree in any discipline | <ul style="list-style-type: none"> <li>• Minimum 10 years of professional work experience of teaching/training/industry in AVGC AR/VR sector</li> <li>• Experience of managing at least one assignment/project involving curriculum development for an institute/industry in AVGC AR/VR sector located outside the parent country.</li> </ul> |
| 4 | Faculty Development and Training Expert | Master Degree in any discipline | <ul style="list-style-type: none"> <li>• Minimum 10 years of professional work experience of teaching/training/industry AVGC AR/VR sector</li> <li>• Experience of managing at least one assignment/project involving faculty development and training for an institute/industry in AVGC AR/VR sector located outside the</li> </ul>          |

|  |  |  |                 |
|--|--|--|-----------------|
|  |  |  | parent country. |
|--|--|--|-----------------|

### 3.4 Experience of executing similar engagement/partnerships: 40 marks

3.4.1 Experience in curriculum development, faculty exchange/development programs, student exchange will be assessed as per below table:

| No.      | Parameters*   | Max Marks 40  |
|----------|---|---------------|
| <b>1</b> | <b>Curriculum Development (All AVGC AR/VR specific programs)</b>  | <b>Max 10</b> |
|          | <ul style="list-style-type: none"> <li>— Programs currently offered in AVGC AR/VR</li> <li>— Prior experience of developing customized curriculum for graduate programs ( Outside of Parent Country )</li> <li>— Working with the Industry to develop the curriculum for niche, executive programs ( Industry Oriented Programs)</li> </ul>   |               |
| <b>2</b> | <b>Faculty Development and Training (All AVGC AR/VR Specific Programs)</b>  | <b>Max 10</b> |
|          | <ul style="list-style-type: none"> <li>— MoUs with international institutions for faculty exchange</li> <li>— Inbound and Outbound faculty exchange programs over the last 5 years</li> <li>— Faculty Development Programs conducted outside of parent country</li> <li>— Joint Research Projects: International Publications and Projects in collaboration with international faculty/ institutions</li> </ul> |               |
| <b>3</b> | <b>Student Exchange Programs and Training (All AVGC AR/VR Specific Programs)</b>  | <b>Max 10</b> |
|          | <ul style="list-style-type: none"> <li>— MOUs with international institutions for student exchange programs</li> <li>— Inbound and Outbound student exchange programs over the last 5 years</li> </ul>  |               |
| <b>4</b> | <b>Incubation Centre (AVGC AR/VR specific)</b>  | <b>Max 10</b> |
|          | <ul style="list-style-type: none"> <li>— Case study on incubation centre set-up including number of startups incubated, funding received and key industrial collaborations</li> <li>— Brief write-up on notable start-ups</li> </ul>  |               |

### 3.5 Campus Visit and Concept Presentation: 20 marks

An evaluation team will visit the campus to carry out detailed evaluation on programs currently being offered, industry partnerships, incubation facilities, placement records, existing academic, research & residential infrastructure and management interaction. The bidder will also make a presentation to the evaluation team during the campus visit.

\* Bidders are required to submit all the relevant proofs under each of the above parameters to claim any score. Bidders should also note that, if need be, the Authority may call for additional information/details at any stage during the bidding process.

\* For existing partnerships, copies of MoUs are to be submitted.

Sample templates for providing all of the above details listed from 3.2 to 3.4 are shared in Annexure II of Appendix I. The bidders may quote the information in their home currency, wherever suitable. The conversion rate will be taken as prevailing in the currency markets on the day of release of the EOI-cum-RFP.

The overall composite technical score has been tabulated below:

| S.No. | Scoring Parameter                           | Maximum Marks (MM) |
|-------|---|--------------------|
| 1     | Operational Experience                      | 30                 |
| 2     | Team Profile                                | 10                 |
| 3     | Experience of executing similar engagements | 40                 |
| 4     | Campus Visit                                | 20                 |

A detailed break-up of the each category of the scores can be referred below:

| Scoring Parameter  | Scoring sub-category   | Description   | Maximum Marks   | Marks Break-up   |
|--|--|---|-----------------|--|
| <b>1. Operational Experience: Max 30 marks</b>   |  |   |                 |  |
| 1.1 Experience of operating a University/College/Academic Institute offering degree programs in the AVGC AR/VR verticals | 1.1.1 Key AVGC AR/VR verticals in the institute                                | Experience of developing/operating of 6 key verticals of the AVGC AR/VR vertical:<br>- Animation<br>- Visual Effects<br>- Gaming<br>- Comics<br>- Augmented Reality<br>- Virtual Reality  | <b>15 marks</b> | 2.5 marks for each vertical  |
|  | 1.1.2 Enrolment of students in key verticals of AVGC AR/VR in last three years | Total minimum enrolment in each vertical in last three years (as on end of academic year 2015-16)<br>- Animation: 200<br>- Visual Effects: 200<br>- Gaming: 100<br>- Comics: 100<br>- AR: 100<br>- VR: 100<br>In case of multiple | <b>15 marks</b> | 1.5 marks for meeting minimum number of enrolments in respective vertical, 2.5 marks for enrolments twice of the numbers mentioned for the respective vertical |

|  |                              |   |                |  |
|--|------------------------------|---|----------------|--|
|  |                              | campuses run by the Institute, the total sum of enrolments in the department/school across the campuses will be considered  |                |  |
| <b>2. Profile of team members: Max 10 marks</b>              |                              |   |                |  |
| 2.1 Profile of Team Leader and Experts proposed for the NCoE | 2.1.1 Profile of Team leader | <p>Minimum Educational Qualification:</p> <ul style="list-style-type: none"> <li>- Masters in any discipline</li> <li>- Minimum work experience of 15 years of teaching/training/industry in AVGC AR/VR sector</li> </ul> <ul style="list-style-type: none"> <li>• Experience of leading at least one assignment/programme involving curriculum development, faculty development programs for an institute/industry in AVGC AR/VR sector</li> </ul> <p>Experience of leading industry</p> | <b>5 marks</b> | 5 marks if the proposed team leader meets the criteria specified |

|  |  |  |                |   |
|--|--|--|----------------|---|
|  |  | collaborations/consultancy projects in AVGC AR/VR sector   |                |   |
|  | 2.1.2 Profile of the proposed core team:<br>A. Program Manager-cum-coordinator B. Experts :<br>i) Curriculum Development Expert<br>ii) Faculty Development & Training Expert | Minimum Educational Qualification:<br>- Masters in any discipline<br>- Minimum work experience of 10 years of teaching/training/industry in AVGC AR/VR sector - Program Manager-cum-coordinator:<br><br>• Experience of managing at least one assignment/programme involving curriculum development, faculty development programs for an institute/industry in AVGC AR/VR sector | <b>5 marks</b> | 2 marks for the profile of Program Manager-cum-coordinator and 1.5 marks for profile of each expert on meeting the respective criterion |

|  |  |  |                |  |
|--|--|--|----------------|--|
|  |  | <ul style="list-style-type: none"> <li>• Experience of managing industry collaborations/consultancy projects in AVGC AR/VR sector</li> <li>- Curriculum Development Expert: Experience of Curriculum development advisory projects</li> <li>- Faculty Development and Training Expert: Experience of Faculty development/ Training Programs</li> </ul> |                |  |
| <b>3. Experience of executing similar engagement/partnerships ( Curriculum Development, Faculty exchange/ Development programs, Student Exchange) 35 marks</b> |  |  |                |  |
| 3.1 Curriculum Development   | 3.1.1. Curriculum development for international institutions | Details of MoU/Engagements with Institutions (Outside of Parent Country) for developing customized curriculum for graduate programs in AVGC AR/VR Vertical   | <b>5 marks</b> | Max of 5 MoU to be considered; 1 mark for each MoU |



|  |  |  |                |  |
|--|--|--|----------------|--|
|  | 3.1.2. Executive/Professional development programs | Details of MoU/Letter of Award with the Industry to develop the curriculum for niche, executive programs ( Industry Oriented Programs) in AVGC AR/VR vertical  | <b>5 marks</b> | Max of 5 MoU to be considered; 1 mark for each such MoU  |
| 3.2 Faculty exchange/ Development programs | 3.2.1 Faculty Exchange                             | Details of MoU with international institutions for faculty exchange in AVGC AR/VR vertical   | <b>3 marks</b> | Max of 3 MoU to be considered; 1 mark for each such MoU - MoU only in AVGC AR/VR vertical will be considered           |
|  | 3.2.2 Faculty development and Training             | Details of MoU for conducting Faculty Development Programs in AVGC AR/VR Vertical  | <b>4marks</b>  | Max of 4 MoU to be considered; 1 mark for each such MoU - MoU only in AVGC AR/VR vertical will be considered           |
|  | 3.2.3 Joint research projects                      | Details of International Publications (co-authored with faculty from other institutions outside of parent country) and consultancy projects in collaboration with international institutions - AVGC AR/VR vertical | <b>3 marks</b> | Max of 3 such publications/consultancy projects to be considered; 1 mark for each such publication/consultancy project |

|                              |                                 |  |                 |   |
|------------------------------|---------------------------------|--|-----------------|---|
|                              |                                 | specific   |                 |   |
| 3.3 Student Exchange Program | 3.3.1 Student Exchange Programs | Details of MoU with institutions (Outside of Parent Country) in student exchange programs in AVGC AR/VR Vertical | <b>10 marks</b> | Max of 5 MoU to be considered; 2 marks for each such MoU - MoU only in AVGC AR/VR vertical will be considered |

|   |   |  |                 |  |
|---|---|--|-----------------|--|
| 3.4 Incubation Centre                         | 3.4.1 Assistance in Development/Establishment of Incubation centres | Experience of setting up of Incubation centre              | <b>10 marks</b> | <p>Case study on the incubation centre set-up by the bidder:</p> <ul style="list-style-type: none"> <li>- Number of startups incubated</li> <li>- Funding received</li> <li>- Industry collaborations</li> <li>- Brief write-up on notable startups</li> </ul> |
| <b>Campus Visit and Presentation 20 marks</b> |   |  |                 |  |
| 4.1 Programs offered in AVGC AR/VR vertical   | 4.1.1 Programs offered in AVGC AR/VR vertical                       | 4.1.1.1 Details of programs offered in AVGC AR/VR vertical | <b>20 marks</b> | Detailed evaluation will be done by the evaluation team during the campus visit.   |

|   |   |  |  |  |
|---|---|--|--|--|
| 4.2 Academic and residential infrastructure | 4.2.1 Academic and residential infrastructure | 4.2.1.1 Details of academic and residential infrastructure |  |  |
| 4.3 Incubation facilities                   | 4.3.1 Incubation facilities                   | 4.3.1.1 Details of incubation facilities                   |  |  |
| 4.4 Industry Partnership                    | 4.4.1 Industry Partnership                    | 4.4.1.1 Details of Industry Partnerships                   |  |  |
| 4.5 Concept Presentation                    | 4.5.1 Concept Presentation                    | 4.5.1.1 Concept Presentation to the visiting team          |  |  |

The technical scores (T) will be scaled to 80% i.e. score of a bidder securing 70 marks will be scaled to  $0.8*70 = 56$ .

### 3.5 Financial Bid

3.5.1 The financial bid will be evaluated based on the following formula:

$$[F = (C1 \text{ Low} / C1)*20]$$

Where:

C1 Low – Lowest among the fee quoted by all Bidders

C1 – Fee quoted by the Bidder for whom the score is calculated

The Overall Score for each applicant will be calculated as below:

$$[S = T + F]$$

Where

S= Score of the applicant

T= Technical score of the applicant

F = Score of the applicant for financial parameter

The Bidder securing the highest score (s) will be selected

**In case of a tie of the total score, the bidder with the higher technical score will be selected.**

## 4. PAYMENT TERMS AND CONDITIONS:

4.1 The payment terms for Fee are scheduled as follows, unless agreed otherwise:

| Year   | % of Total Fee |
|--------|----------------|
| Year 1 | 30             |
| Year 2 | 20             |
| Year 3 | 20             |
| Year 4 | 15             |
| Year 5 | 15             |

Fee of the year will be paid in four equal installments at the end of each quarter i.e. April, July, October, and January based on deliverables defined in Scope of Services.

## 5. SCOPE OF SERVICES

5.1 Upon award of the project, the “International Academic Partner” shall enter into a Services Agreement with Authority. Authority and the selected bidder will mutually agree upon the service levels. Key performance criteria are listed below:

| Module Name            | Service  | Guidelines   | Timelines   |
|------------------------|--|--|---|
| Curriculum development | Assist in identification and finalization of program areas based on global and emerging industry trends  | Refer PIM Section 2.4 for current scheme of programs. The programs will start in phase wise manner as per PIM Section 2.7  | 3 months  |
|                        | Assist in setting up process for curriculum development, industry validation and program roll-out.   | Refer PIM Section 2.7 for student intake and timelines for launch of programs to be offered. Establishment of Credit equivalence of program(s) with the parent country and co-branding of program at institute level are desired for future scope of delivering Joint Degree Programs. | 6 months  |
|                        | Assist in development of content and curriculum for the programs to be launched in NCOE by working closely with the Indian operating partner.<br><br>Curriculum to be developed for Undergraduate, Postgraduate, Executive | Refer PIM Section 2.4 for program details and Section 2.7 for student intake and timelines for launch of programs to be offered.   | Phase-wise as per plan of launch of programs.<br><br>Curriculum for short-term courses, EDP & UG courses by |

|   |   |   |   |
|---|---|---|---|
|   | <p>Development Programs, Advanced Diploma Programs, Short Term Skill Development Programs</p> <p>Sample Programs:<br/>                     1. Bachelor of Animation<br/>                     2. Bachelor of Visual Effects<br/>                     3. Bachelor of Game Design<br/>                     4. Master in Animation<br/>                     5. Master of Fine Arts in Visual Effects<br/>                     6. Master in Game Design<br/>                     7. Short Term Industry Oriented certifications(s)</p> | <p>The curriculum for all UG courses and short term courses has to be developed by Year 1 and for all PG courses by Year 2.</p>   | <p>Year 1 and PG courses by Year 2.</p> |
|   | <p>Assist in revision of curriculum on annual basis</p>   | <p>The curriculum will be reviewed and refreshed on annual basis.</p>   | <p>Annual Basis</p>                     |
| <p>Faculty development and exchange</p> | <p>Assist in faculty development and training through a series of faculty exchange programs (inbound and outbound) and faculty training programs</p>  | <p>Number of permanent faculty of NCOE year-wise at the end of particular year:<br/>                     Year 1 – 5<br/>                     Year 2 – 10<br/>                     Year 3 – 15<br/>                     Year 4 onwards – 25<br/>                     Training module may have domestic training of 2 weeks and a semester long observer ship training abroad for each faculty.</p> | <p>Yearly basis</p>                     |
|   | <p>Conduct faculty evaluation on an annual basis to identify development needs</p>  | <p>Effective outcome based evaluation to be developed.</p>  | <p>Annual Basis</p>                     |
|   | <p>Provide guest faculty from leading global institutions</p>   | <p>Guest faculty will be paid separately and their fees should not be considered in the</p>   |   |

|                  |  |   |  |
|------------------|--|---|--|
|                  |  | Fees.   |  |
| Student exchange | Facilitate international exposure to students through student exchange programs (inbound and outbound).<br><br>Programs could be short term exposure programs, long term research oriented programs etc. | Minimum 10% of the total student intake for the year has to be offered student exchange programs in their field of study. | Annual basis [Semester wise – Spring/Fall] |
|                  |  |   |  |

The Authority will have copyright on all the programs, modules and their content developed during the Engagement period.

**6. FRAUD AND CORRUPT PRACTICES**

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award (LOA) and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or International Academic Partner, as the case may be, if it determines that the Bidder or, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) or restrictive practice(s) in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Service Agreement, or otherwise.

6.2 Without prejudice to the rights of the Authority under Clause 6.1 and the rights and remedies which the Authority may have under the LOA or the Service Agreement, or otherwise if a Bidder or International Academic Partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) or restrictive practice(s) during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or International Academic Partner shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date



such Bidder or International Academic Partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) or restrictive practice(s), as the case may be.

6.3 For the purposes of this Clause 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 Bidding Process;

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

(d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **“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.

## 7. ANNEXURES

### **Appendix I:**

#### **Annexure I: Letter of Transmittal**

(To be typed on Applicant's Letterhead)

From:

To:

Shri P.V.K. Raja  
Deputy Registrar,  
Indian Institute of Mass Communication,  
Aruna Asaf Ali Marg,  
New Delhi-110067  
Email: pvkrajaa@gmail.com  
Telephone: +91- 1126741062

**Sub: Submission of Expression of Interest (EOI) and bid for assisting the National Centre of Excellence for Animation, Visual Effects, Gaming and Comics in Curriculum Development, Faculty Exchange/Development Program, and Student Training/Exchange Development Program**

Sir/ Madam,

Having examined the details given in EOI-cum-RFP Notice and Project Information details for the above project, I/we hereby submit our Expression of Interest and the relevant information

1. I/We hereby certify that all the statements made in the information supplied in the enclosed form and the accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for EOI & bid and have no further pertinent information to supply.
3. I/We also authorize IIMC or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.

**Signature(s) of Applicant(s)**

Enclosures

Seal of applicant  
Date of submission

**Annexure II: Formats for Technical Parameters**



Annexure II Formats  
for Technical Parame

**Annexure III: Profile of Applicant**

**(Separate form shall be furnished for each institution)**

|  |
|--|
| 1. Name of Educational Institution:  |
| 2. Location of Educational Institution:  |
| 3. Year of commencement of operations:   |
| 4. Courses offered (UG, PG, PhD, Diploma, etc.)  |
| 5. Number of Students:   |
| 6. Number of teachers in AVGC AR VR verticals:   |
| 7. Achievements and accolades won by the educational institution:  |
| 8. Notable alumni of the institution:  |
| 9. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:<br>(a) Name:<br>(b) Designation<br>(c) Company:<br>(d)Address:<br>(e) Telephone Number:<br>(f) E-mail Address: |

**10. The following information shall also be provided by the Bidder:**

**Name of Bidder**

| <b>S. No.</b> | <b>Criteria</b>  | <b>Yes</b> | <b>No</b> |
|---------------|--|------------|-----------|
| 1.            | Has the Bidder been barred by the Central/State Government of India, or any entity controlled by it, from participating in any project |            |           |
| 2.            | If the answer to 1 is Yes, does the bar subsist as on the date of Bid?   |            |           |

**11.** A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes, and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Signature(s) of Applicant(s)**

(Use a separate form for each educational institution)

**Annexure IV: Financial Capacity of the Bidder**

**(Currency....)**

|            | <b>2011-12</b> | <b>2012-13</b> | <b>2013-14</b> | <b>2014-15</b> | <b>2015-16</b> |
|------------|----------------|----------------|----------------|----------------|----------------|
| Particular |                |                |                |                |                |
| Net Worth  |                |                |                |                |                |
| Revenue    |                |                |                |                |                |
| Net profit |                |                |                |                |                |

**Instructions:**

- 1 The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2 Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- 3 Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

**Appendix II: Financial Bid**

(On Bidder's letter head)

(Date and Reference)

To,

Shri P.V.K. Raja  
Deputy Registrar  
Indian Institute of Mass Communication,  
Aruna Asaf Ali Marg,  
New Delhi-110067  
Email: [pvkrajaa@gmail.com](mailto:pvkrajaa@gmail.com)  
Telephone: +91-1126741062

Subject: Financial Bid for the Selection of International partner for setting up of  
National Centre of Excellence for Animation, Visual Effects, Gaming and Comics

Dear Sir,

1. With reference to your EOI-cum-RFP document dated \_\_/\_\_/2017, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project as defined in the clause 1.1.2 of the bid document. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as bidder as International Academic Partner of the aforesaid Project including but not limited to all services, functions and responsibilities as more fully stated in the EOI cum RFP.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, I/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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority due to breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - b. I/ We do not have any conflict of interest in accordance with Clauses of the EOI-cum-RFP document;
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) or restrictive practice(s), as defined in Clause 6.3 of the EOI cum RFP, in respect of any tender or request for Bids issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI-cum-RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) or restrictive practice(s); and
  - e. the undertakings given by us along with the Bid in response to the EOI-cum-RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders,
9. I/ We believe that I/we meet(s) the requirements as specified in the EOI-cum-RFP document.



- 10.** I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11.** I/ 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.
- 12.** I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/Dean/Principal and/or any person in-charge of the day to day operations of the company/institute/organisation or any of our directors/ managers/ employees.<sup>£</sup>
- 13.** I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14.** I/ 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 the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15.** I/ We offer a Bid Security of Rs. (Rupees.....only) to the Authority in accordance with the EOI-cum-RFP Document.
- 16.** The Bid Security in the form of a Demand Draft/Bank Guarantee (strike out whichever is not applicable) is attached.
- 17.** The documents accompanying the Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
- 18.** I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 19.** The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the EOI-cum-RFP, Project Information Memorandum,

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<sup>£</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. “Except as specified in Schedule ..... hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

and our own estimates of costs and after a careful assessment of the conditions that may affect the project cost and implementation of the Project.

**20.** I/ We agree and undertake to abide by all the terms and conditions of the EOI-cum-RFP document.

**21.** I/ We shall keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the EOI-cum-RFP.

*We quote the following as the Fee for the period of five years:*

|   |  |
|---|--|
| <b>Fee for the engagement<br/>(INR)</b> |  |
|---|--|

In witness thereof, I/we submit this Bid under and in accordance with the terms of the EOI-cum-RFP document.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorised signatory)

Place:

Name and seal of Bidder

**Appendix III: Format for Financial Bid**

|                            |                            |
|----------------------------|----------------------------|
| *Total Fee (INR in figure) | * Total Fee (INR in words) |
| INR .....                  | Rupees .....               |

\*Excluding Service tax and other statutory tax as applicable

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

**Appendix IV: Power of Attorney for signing the Bid**

[To be submitted in original]

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ..... Project proposed or being developed by the ..... (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Services Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Services Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney 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 ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**Appendix V: Bank Guarantee for Bid Security**

B.G. No. Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of ..... and having its registered office at ..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Project on basis (hereinafter referred to as “the Project”) pursuant to the EOI-cum-RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Services Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the EOI-cum-RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as

regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter

or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



**Appendix VI: Template Form of Agreement**

Disclaimer: The Agreement is representative in nature and detail terms and conditions will be arrived at consequent upon the successful bidder.

**AGREEMENT FOR —INTERNATIONAL ACADEMIC PARTNER FOR  
SETTING UP OF NATIONAL CENTRE OF EXCELLENCE FOR  
ANIMATION, VISUAL EFFECTS, GAMING AND COMICS”**

between

[Name of Authority]

and

[Name of “International Academic Partner”]

Dated \_\_\_\_\_

Agreement to undertake assignment of International Academic Partner for setting up national centre of excellence for Animation, Visual Effects, Gaming and Comics

This AGREEMENT (hereinafter called the “Agreement”) is made on the \*Date in words+ day of the month of \*month+ \*year in ‘yyyy’ format+, by and between

Indian Institute of Mass Communication, hereinafter referred to as the “Authority” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and ....., having its registered office at ..... (hereinafter referred to as “International Academic Partner” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the Second Part.)

**WHEREAS**

- a) The Authority had invited the International Academic partner to provide certain services as defined in the General Conditions attached to this Agreement (hereinafter called the “Services”);
- b) The International Academic Partner, having represented to the Authority that they have the required professional skills, personnel and technical resources, have offered to provide the Services on the terms and conditions set forth in this Agreement.
- c) The Authority, relying upon the representation of the International Academic Partner have agreed to accept the offer on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- a) The General Conditions of Agreement (hereinafter called “GC”);
- b) The Special Conditions of Agreement (hereinafter called “SC”);
- c) Appendices

1. Scope of Services

Upon award of the project, the “International Academic Partner” shall enter into a services Agreement with Authority. Authority and the selected bidder will mutually agree upon the service levels. Key performance criteria are listed below:

| Module Name            | Service  | Guidelines   | Timelines  |
|------------------------|--|--|--|
| Curriculum development | Assist in identification and finalization of program areas based on global and emerging industry trends  | Refer PIM Section 2.4 for current scheme of programs. The programs will start in phase wise manner as per PIM Section 2.7  | 3 months   |
|                        | Assist in setting up process for curriculum development, industry validation and program roll-out  | Refer PIM Section 2.7 for student intake and timelines for launch of programs to be offered.   | 6 months   |
|                        | Assist in development of content and curriculum for the programs to be launched in NCoE by working closely with the Indian International Academic Partner.<br><br>Curriculum to be developed for Undergraduate, Postgraduate, Executive Development Programs, Advanced Diploma Programs, Short Term Skill Development Programs<br><br>Sample Programs:<br>1. Bachelor of Animation<br>2. Bachelor of Visual Effects<br>3. Bachelor of Game Design<br>4. Master in Animation<br>5. Master of Fine Arts in | Refer PIM Section 2.4 for program details and Section 2.7 for student intake and timelines for launch of programs to be offered.<br><br>The curriculum for all UG courses and short term courses has to be developed by Year 1 and for all PG courses by Year 2. | Phase-wise as per plan of launch of programs.<br><br>Curriculum for short-term courses, EDP & UG courses by Year 1 and PG courses by Year 2. |

|                                  |   |  |  |
|----------------------------------|---|--|--|
|                                  | Visual Effects<br>6. Master in Game Design<br>7. Short Term Industry Oriented certifications(s)   |  |  |
|                                  | Assist in revision of curriculum on annual basis  | The curriculum will be reviewed and refreshed on annual basis.   | Annual Basis                               |
| Faculty development and exchange | Assist in faculty development and training through a series of faculty exchange programs (inbound and outbound) and faculty training programs   | Permanent faculty of NCoE year-wise at the end of particular year:<br>Year 1 – 5<br>Year 2 – 10<br>Year 3 – 15<br>Year 4 onwards – 25<br>Training module may have domestic training of 2 weeks and a semester long observer ship training abroad for each faculty. | Yearly basis                               |
|                                  | Conduct faculty evaluation on an annual basis to identify development needs   | Effective outcome based evaluation to be developed.  | Annual Basis                               |
| Student exchange                 | Facilitate international exposure to students through student exchange programs (inbound and outbound programs).<br><br>Programs could be short term exposure programs, long term research oriented programs etc. | Minimum 10% of the total student intake for the year has to be offered student exchange programs in their field of study.  | Annual basis [Semester wise – Spring/Fall] |
|                                  |   |  |  |

**2. Monitoring Mechanism:**

- The Selected Bidder shall, no later than 15 (fifteen) days after the close of each Quarter, furnish to the Authority a quarterly report in a form acceptable to the Authority, stating in reasonable detail the performance against the Key Performance Indicators, (KPI), laid down in Clause 1 – Scope of Services of this Agreement.
- The Authority may, in its discretion, authorize a person or firm to inspect the activities carried out by the selected bidder including the accounts of NCoE and make a report of such inspection at least on a quarterly basis
- The Selected Bidder in all times will comply to monitoring KPIs as mentioned in Clause 1 – Scope of Services of this Agreement.

**Payment Terms:**

The payment made to International Academic Partner, on a yearly basis:

1. Fee: The selected International Academic Partner will be paid as per following payment structure:

| <b>Year</b> | <b>% of Total Fee</b> |
|-------------|-----------------------|
| Year 1      | 30                    |
| Year 2      | 20                    |
| Year 3      | 20                    |
| Year 4      | 15                    |
| Year 5      | 15                    |

The yearly fee will be paid on fulfilment of all deliverables by the selected bidder in defined timelines as mentioned in Scope of Services. Non-performance of any deliverable in full or part will fetch penalty which will be adjusted against the fee payable to the International Academic Partner.

IN WITNESS THEREOF OF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS AGREEMENT EXECUTE THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED PERSONNELS

Signed and delivered and for an behalf of      Witnessed By

Name  
Signatures  
Date

Name  
Address  
Signatures

Signed and delivered for and on behalf of      Witnessed By

*Expression of Interest cum RFP*

**NCOE for AVGC**

Name  
Signatures  
Date

Name  
Address  
Signature

Legal Terms:

A. Force Majeure:

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses A.1, A.2 and A.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following good industry practice(s), and (c) has Material Adverse Effect on the Affected Party

“Material Adverse Effect” shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this agreement;

A.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the NCOE Premises);

(b) any judgment or order of any court of competent jurisdiction or statutory authority made against the International Academic partner in any proceedings for reasons other than (i) failure of the International Academic partner to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority.

(c) any event or circumstances of a nature analogous to any of the foregoing.

A.2 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and

which causes the operation of the Project to be financially unviable or otherwise not feasible;

c) any event or circumstances of a nature analogous to any of the foregoing

### A.3 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any government instrumentality:

a) compulsory acquisition in national interest or expropriation of NCOE Infrastructure or NCOE Premises or the rights of the International Academic Partner.

b) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no objection certificate, consent, affiliation, approval or exemption required by the International Academic Partner to perform the irrespective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the International Academic Partner's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no objection certificate, exemption, consent, affiliation, approval or permit;

c) Any event or circumstance of a nature analogous to any of the foregoing.

### A.4 Duty to report Force Majeure Event

A.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article A with evidence in support thereof;

b) The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

d) any other information relevant to the Affected Party's claim.

A.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of



its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

A.4.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause A.4.1, and such other information as the other Party may reasonably request the Affected Party to provide.

#### A.5 Effect of Force Majeure Event on the Agreement

A.5.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth for delivery of the Performance Security by the International Academic Partner shall be extended by a period equal in length to the duration of the Force Majeure Event. A.5.1.1 At any time after the Appointed Date, if any Force Majeure Event occurs:

- a) before Signing of Document (SOD) (Agreement Document), the Agreement Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- b) after SOD, whereupon the International Academic partner is unable to provide the services to the NCOE for a cumulative period exceeding 180 (one hundred and eighty) days in any Academic Year despite making best efforts or it is directed by the Authority to suspend operations of the NCOE during the subsistence of such Force Majeure Event, the Agreement Period shall be extended by one Academic Year

Provided, however, that such extension shall not be granted if the International Academic partner has received Financial Support from the Authority during subsistence of such Force Majeure Event. Provided further that any such extension in the Agreement Period shall be such as to ensure that the Agreement Period does not expire in the middle of an Academic Year

#### A.6 Allocation of costs arising out of Force Majeure

A.6.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

A.6.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:

- c) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

d) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the International Academic Partner, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the International Academic partner; and

e) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the International Academic partner.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Fee revenues or debt repayment obligations.

A.6.3 Save and except as expressly provided in this Article A, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### A.7 Termination Notice for Force Majeure Event

A.7.1 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice. Provided, however, that Termination shall not, to the extent possible, take effect during the course of an Academic Year and may come into force and effect upon completion of that Academic Year. For the avoidance of doubt, the Parties agree that the International Academic Partner shall continue to provide services, in accordance with the terms of this Agreement. The Agreement will remain in effect for period of at least 9 months from the date of termination notice issued by any of the party for any reason(s).

#### A.8 Termination Payment for Force Majeure Event

A.8.1 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the International Academic Partner in an amount that would be payable as if it were an Authority Default.

A.8.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the International Academic partner in an amount equal to 75% (seventy five per cent) of the amount that would be payable if the Termination had occurred on account of a Political Event

#### A.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure (as defined in Clause E); provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

#### A.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

#### A.11 Relief for Unforeseen Events

A.11.1 Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the "Unforeseen Event"), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and revenues of the Centre. Within 15 (fifteen) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching Agreement on occurrence thereof, deal with it in accordance with the provisions of this Clause A.11.2 In the event that the Parties are unable to agree in good faith about

the occurrence or existence of a unforeseen event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such unforeseen event shall be upon the Party claiming relief and/or excuse on account of such unforeseen event.

## **B: COMPENSATION FOR BREACH OF AGREEMENT**

### **B.1 Compensation for default by the International Academic partner**

Subject to the provisions of Clause B.3, in the event of the International Academic partner being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause B.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

### **B.2 Compensation for default by the Authority**

Subject to the provisions of Clause B.3, in the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the International Academic Partner by way of compensation, all direct costs suffered or incurred by the International Academic Partner as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Fee revenues, debt repayment obligations, corpus fund replenishment obligations or other consequential losses.

### **B.3 Mitigation of costs and damage**

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

## **C. SUSPENSION OF INTERNATIONAL ACADEMIC PARTNER'S RIGHTS**

### **C.1 Suspension upon International Academic partner Default**

Upon occurrence of a default by the International Academic Partner Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the International Academic Partner under this Agreement including the International Academic Partner's right to collect Fee and any other revenues pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or

authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the International Academic partner and may extend up to a period not exceeding the expiry of the Academic Year in which such notice has been issued.

#### C.2 Authority to act on behalf of International Academic Partner

C.2.1 During the period of Suspension, the Authority shall, on behalf of the International Academic Partner, collect all Fee and all other revenues under and in accordance with this Agreement. The Authority shall be entitled to use the Fee and revenues collected in accordance with this Clause C.2 for meeting the O&M Expenses and for the costs incurred by it for remedying and rectifying the cause of Suspension.

C.2.1.1 During the period of Suspension hereunder, all rights and liabilities vested in the International Academic Partner in accordance with the provisions of this Agreement shall continue to vest in the International Academic Partner and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the International Academic Partner under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the International Academic Partner and the International Academic Partner undertakes to indemnify the Authority for all costs incurred during such period. The International Academic Partner hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it to use during Suspension, all Intellectual Property belonging to or licensed to the International Academic Partner with respect to the NCOE and its services and which is used or created by the International Academic Partner in performing its obligations under the Agreement.

#### C.3 Revocation of Suspension

C.3.1 In the event that the Authority shall have rectified or removed the cause of suspension within a period not exceeding 90 (ninety) days from the date of suspension, it shall revoke the Suspension forthwith and restore all rights of the International Academic Partner under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of suspension has been rectified or removed hereunder.

C.3.2 Upon the International Academic Partner having cured the International Academic Partner default within a period not exceeding 90 (ninety) days from the date of suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the International Academic Partner under this Agreement.

#### C.4 Substitution of International Academic Partner

C.4.1 At any time during the period of suspension, the Authority shall be entitled to substitute the International Academic Partner under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the International Academic Partner's, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause C.1, for enabling the International Academic Partner's to exercise its rights of substitution on behalf of Senior International Academic Partner.

#### C.5 Termination

C.5.1 At any time during the period of Suspension under this Article C, the International Academic Partner may by notice require the Authority to revoke the suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article D as if it is an International Academic Partner default under Clause D.1.

C.5.1.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that suspension is not revoked within 180 (one hundred and eighty) days from the date of suspension hereunder or within the extended period, if any, set forth in Clause C.1, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a International Academic Partner default.

#### D.TERMINATION

##### D.1 Termination for International Academic Partner Default

D.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the International Academic partner fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the International Academic Partner shall be deemed to be in default of this Agreement (the "International Academic Partner Default"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults ("Event of Default") referred to herein shall include the following:

- a) The Performance Security or the Performance Guarantee, as the case may be, has been encashed and appropriated in accordance with the provisions of Clause F.2 and Clause F.5 respectively, and the International Academic Partner fails to replenish or provide fresh Performance Security or Performance Guarantee, as the case may be, within a Cure Period of 15 (fifteen) days;
- b) the International Academic Partner has failed to make any payment to the Authority within the period specified in this Agreement;

- c) a breach of any of the Project Agreements by the International Academic Partner has caused a Material Adverse Effect;
- d) the International Academic Partner creates any Encumbrance in breach of this Agreement
- e) the International Academic Partner repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- f) a change in ownership has occurred;
- g) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the International Academic Partner under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the International Academic Partner, and such transfer causes a Material Adverse Effect;
- h) an execution levied on any of the assets of the International Academic Partner has caused a Material Adverse Effect;
- i) the International Academic Partner company is adjudged bankrupt or insolvent, or if a liquidator or receiver or similar official is appointed for the International Academic Partner or for the whole or material part of its assets that has a material bearing on the Project;
- j) the International Academic partner company has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect
- k) a resolution for winding up of the International Academic Partner company is passed, or any petition for winding up of the International Academic Partner is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the International Academic Partner is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the International Academic Partner are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the International Academic partner under this Agreement and the Project Agreements; and provided that
  - i. the amalgamated or reconstructed entity has the capability and International academic experience necessary for the performance of its obligations under this Agreement and/or any other the Project Agreements, if entered into;
  - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and/or any other Project Agreements, if entered into and has a credit worthiness at least as good as that of the International Academic Partner as on the Appointed Date; and

iii. each of the Project Agreements remains in full force and effect;

OR

s) the International Academic Partner society has been or is in the process of being amalgamated, divided, dissolved, wound-up in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

t) the International Academic Partner society has made an application for cancellation of its registration or an enquiry for suspension or cancellation of its registration under Applicable Law has been commenced by a governmental instrumentality or its registration as a registered society under Applicable Laws is cancelled or suspended;

u) an administrator is appointed by a competent government instrumentality to manage and supervise the affairs of the International Academic Partner society in a manner so as to supersede the Management Committee or such body of the International Academic Partner;

OR

s) the International Academic Partner, has been or is in the process of being amalgamated, wound-up, extinguished or revoked in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

t) any representation or warranty of the International Academic Partner herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the International Academic Partner is at any time hereafter found to be in breach thereof;

u) the International Academic Partner submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

v) International Academic Partner has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;

w) the International Academic Partner issues a Termination Notice in violation of the provisions of this Agreement; or

x) the International Academic Partner commits a default-in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority or on the Students, Teachers or staff of the Centre

The International Academic Partner is in breach of any of the critical performance criteria laid put in Scope of Work.

D.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a International Academic Partner Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the International Academic Partner; provided that before



issuing the Termination Notice, the Authority shall by a notice inform the International Academic partner of its intention to issue such Termination Notice and grant 15 (fifteen) days to the International Academic Partner to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

D.1.3 Upon Termination on account of an International Academic Partner Default, the Authority shall, without prejudice to any other rights or remedies which it may have under this Agreement, be entitled to encash and appropriate the Performance Security or Performance Guarantee, as the case may be, by way of damages payable by the International Academic Partner to the Authority for and in respect of such International Academic Partner Default. The agreement will remain in effect for period of at least 9 months from the date of termination notice issued by any of the party for any reason(s).

## D 2. Termination for —Authority Default

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the International Academic Partner or due to Force Majeure. The defaults referred to herein shall include the following:

- a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the International Academic Partner;
- b) the Authority has failed to make any payment to the International Academic Partner within the period specified in this Agreement;
- c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement

Without prejudice to any other right or remedy which the International Academic Partner may have under this Agreement, upon occurrence of an Authority Default, the International Academic Partner shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the International Academic Partner shall by a notice inform the Authority of its intention and reasons to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice

## D.3 Termination Payment

It is a payment on termination of Agreement due to default by the International Academic Partner during the period of agreement

D.3.1 Upon Termination on account of an International Academic Partner Default during the Agreement Period, the Authority shall appropriate the Performance Guarantee towards the termination payment.

D.3.2 Upon Termination on account of a Authority Default, the Authority shall pay to the International Academic Partner, the Net Present Value (NPV) for the projected payments to the International Academic Partner during the current financial year that would have been paid in-case the termination had not come into effect.

#### D.4 Final settlement

The International Academic Partner expressly agrees that Termination Payment under this Article D shall constitute a full and final settlement of all claims of the International Academic Partner on account of termination of this Agreement for any reason whatsoever and that the International Academic partner or any shareholder, trustee or member thereof shall not have any further right or claim under any law, treaty, convention, Agreement or otherwise.

#### D.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) encash the Performance Security or Performance Guarantee, as the case may be, and appropriate therefrom such amounts as may be due in accordance with the provisions of this Agreement
- (b) cease to extend all support, monetary or of other nature to the Centre, save and except as provided in this Agreement;
- (c) be deemed to have taken possession and control of the NCOE forthwith;
- (d) take possession and control of all materials, stores, implements, building; laboratories, library, fields, sports facilities and any other equipment on or about the NCOE Premises;
- (e) be entitled to restrain the International Academic partner and any person claiming through or under the International Academic partner from entering upon the NCOE Premises or any part thereof;

#### D.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause D.4, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments,

shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations

#### D.8.1 Intellectual Property of the NCOE

1. All Intellectual Property Rights, whatsoever, regarding the NCOE's name, trademark, logos, software, and any other Intellectual Property Rights shall remain the sole property of the Authority
2. In case the private party requires to use any of the Intellectual Properties of the Authority, it shall do so by submitting a request to the Authority, and it remains the absolute decision of the Authority and at its discretion to approve and accept it.
3. If at any time the Authority revokes its approval of any Intellectual Property Rights, the private partner shall immediately discontinue using those rights and revoke from public sale or distribution any previously used service or product in respect of which the Authority has revoked its approval.
4. The Authority will have copyright on all the programs, modules and their content developed during the Engagement period.

D.8.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the International Academic Partner, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

#### D.9 Inspection and cure

Not later than 15 (fifteen) days prior to the effective date of Termination, the Authority or its nominee shall verify, after giving due notice to the International Academic Partner specifying the time, date and place of such verification and/or inspection of accounts etc., compliance by the International Academic Partner with the operational requirements. Defaults, if any, in the operational requirements shall be cured by the International Academic Partner at its cost and the provisions of Clause D.9 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Clause D.10.

### E: DISPUTE RESOLUTION

#### E.1 Amicable Settlement

In the event that any dispute, controversy or claim arises among the Parties in connection with or under this Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default as defined in D.1.1, the Authority and

the International Academic Partner shall appoint one senior representative each, who is not involved in the day-to-day operations relating to the Project and is readily available to serve on a consultation panel and such consultation panel shall meet promptly upon the request of any member thereto or of any Party, in an effort to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives on the consultation panel. The decision of the consultation panel shall be recorded in writing and be binding upon the Parties. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultation panel. The consultation panel shall be situated at, New Delhi.

**E.2 In the event the Parties are unable to resolve any dispute**, controversy, or claim, such dispute, controversy or claim shall be referred to arbitration, comprising of a three member arbitral tribunal, each Party appointing one arbitrator and both the arbitrators mutually appointing the third arbitrator. The process of arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Delhi. The arbitration proceedings shall be conducted in English.

### **E.3 Performance during Dispute Resolution**

Pending the submission of a dispute, controversy or claim to the consultation panel or to the arbitral tribunal, and thereafter until the final decision of the consultation panel or the arbitral tribunal, as the case may be, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision. Further, this Agreement shall remain subsisting and operative during the consultation or adjudication proceedings and no payment due and payable to either Party shall be withheld except the payment in Jurisdiction

### **E.4 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in —New Delhil shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **F.PERFORMANCE SECURITY**

### **F.1Performance Security**

F.1.1 Performance Security is a security which would be deposited by the International Academic Partner for the entire period of the agreement.

F.1.2 The International Academic Partner shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to five percent of the total cost of the Financial Proposal in single or multiple form of Bank Guarantees as may be instructed by the Authority, issued by a

Bank having its branch at New Delhi in favor of <National Centre of Excellence for AVGC >; and it will be in the form set forth in **Schedule-E** (the "Performance Security"). Until such time the Performance Security is provided by the International Academic partner pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the International Academic partner.

F.1.2.1 Notwithstanding anything to the contrary contained in this Agreement, in the event the Performance Security is not provided by the International Academic Partner in accordance with the provisions of Clause F.1.2 and within the period specified therein or such extended period as request for may be provided by the Authority in accordance with the provisions of Clause F.1.3, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and thereupon all rights, privileges, claims and entitlements of the International Academic Partner under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the International Academic Partner, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. F.1.2.2 In the event the International Academic Partner fails to provide the Performance Security within a period of 30 (thirty) days from the date of this Agreement, it may seek extension of time for a period not exceeding 60 (sixty) days on payment of Damages for such extended period in a sum calculated at the rate of 0.02% (zero point zero two per cent) of the Performance Security for each day until the Performance Security is provided.

F.2 Appropriation of Performance Security or Performance Guarantee

F.3 Release of Performance Security

The Performance Security shall remain in force and effect for entire period of the agreement, and shall be released upon provision of a Performance Guarantee in accordance with the provisions of Clause F.4. Until such time the Performance Guarantee is provided by the International Academic partner pursuant hereto and the same comes into effect, the Performance Security shall remain in force and effect, and upon such provision of the Performance Guarantee pursuant hereto, the Authority shall release the Performance Security to the International Academic partner.

F.4 Performance Guarantee

F.4.1 Details of Performance Guarantee:

a) Performance Guarantee is a security which would be deposited by the International Academic Partner for the Engagement period, as defined in Clause 1.5.1 of EOI cum RFP document.

b) For due and faithful performance of its obligations hereunder during the Agreement Period, the International Academic partner shall provide to Authority prior to the

SOD, a Performance Guarantee in the form of an irrevocable and unconditional Bank Guarantee of an amount equivalent to five percent of the total cost of Financial Proposal, issued by SBI or any of its subsidiary or a nationalized bank having its branch at <New Delhi>and it will be in the form set forth in **Schedule-F** (the "Performance Guarantee"). Non-provision of the Performance Guarantee in the manner provided herein shall be an International Academic partner Event of Default and Authority may terminate this Agreement as per the provisions therein.

c) Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee is not provided by the International Academic partner at least 15 (fifteen) days prior to expiry of the Performance Security, the Authority may encash the Performance Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the International Academic partner under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the International Academic partner, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties

#### F.5 Appropriation of Performance Guarantee

Upon occurrence of an International Academic partner Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as Damages for such International Academic partner Default. Upon such encashment and appropriation from the Performance Guarantee, the International Academic partner shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Guarantee, and in case of appropriation of the entire Performance Guarantee provide a fresh Performance Guarantee, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions of Article C. Upon replenishment or furnishing of a fresh Performance Guarantee, as the case may be, as aforesaid, the International Academic partner shall be entitled to an additional Cure Period of 120 (one hundred and twenty) days for remedying the International Academic partner Default, and in the event of the International Academic partner not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Guarantee as Damages, and to terminate this Agreement in accordance with the provisions of Article D.

#### F.6 Release of Performance Guarantee

The Performance Guarantee shall remain in force and effect until completion of 120 (one hundred and twenty) days after expiry of the Agreement Period and subject to the provisions of Clause F.5, shall be released after 120 (one hundred and twenty) days of expiry of the Agreement Period or Termination, whichever is earlier, in

accordance with this Agreement. The performance guarantee will be released only after Managing Committee of NCOE approves of it.

#### F.7 References to Performance Security

References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the International Academic partner to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the International Academic partner, and the amount so determined shall be appropriated from the Bid Security or Performance Guarantee, as the case may be.

#### G Willful Exit

The International Academic Partner may choose to willfully exit the project by serving a notice period of 9 (nine) Months or until a suitable replacement has been on-boarded by the Authority to replace the International Academic partner (whichever is later). There is an exit moratorium of two years, i.e. the International Academic Partner would not be able to willfully exit during the first two years of the project. During the exit notice period the International Academic partner is to comply with all the terms of Agreement and any default may attract penalty/termination as under the normal terms for penalty and termination laid in the Agreement. In-case of Willful exit the International Academic Partner would pay the following amount to the Authority:

- 50% of the amount of performance security
- Interest accrued on the Corpus fund depleted (at SBI BPLR rates) from the day the partner takes over the project.

#### H. Supplementary Agreement

The Authority and the International Academic Partner shall be entitled to enter into a supplementary agreement providing, inter alia, for detailed procedures and documentation and for matters not covered under this Agreement such as the rights and obligations, reporting requirements and any matters incidental thereto; provided that such supplementary agreement shall not contain any provision which is inconsistent to this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary agreement, the provisions of this Agreement shall prevail.

SCHEDULE – E: PERFORMANCE SECURITY

**Deputy Registrar**

**Indian Institute of Mass Communication,**

Aruna Asaf Ali Marg, New Delhi - 110067

WHEREAS:

(A) .....(the "International Academic partner") and the.....of..... represented by the.....,Indian Institute of Mass Communication (the "Authority") have entered into a Service Agreement dated..... (the" Agreement") whereby the Authority has agreed to the International academic Partner undertaking the work of the National Centre of Excellence for Animation, Visual Effects, Gaming and Comics at .....in district..... in the state of..... subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the International academic partner to furnish a Performance Security to the Authority in a sum of Rs.....(Rupees.....) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Development Period (as defined in the Agreement) and for the entire period of the Agreement from the Appointed Date (as defined in the Agreement) and until such time the Performance Guarantee (as defined in the Agreement) is provided by the International academic Partner (the"Guarantee Period").

(C) We,.....through our Branch at.....(the "Bank")have agreed to furnish this Bank Guarantee by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the International academic partner's obligations, under and in accordance with the provisions of the Agreement, on its mere first written



demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the International academic Partner, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein

2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority that the International academic Partner has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the International academic Partner is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the International academic Partner is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the International academic Partner, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the International academic Partner for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the International academic Partner and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the International academic Partner before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the International academic partner contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the International academic partner, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with

International academic Partner or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the International academic partner under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. Subject to paragraph 7 above, the Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the International academic partner for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement.

Signed and sealed this .....day of .....,20.....at.....

**SIGNED,SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SCHEDULE-F: PERFORMANCE GUARANTEE**

Deputy Registrar

Indian Institute of Mass Communication,

Aruna Asaf Ali Marg, New Delhi - 110067

**WHEREAS: .**

A. ....(the "International Academic partner") and the.....of .....represented by the Executive Officer, Indian Institute of Mass Communication (the "Authority") have entered into a Service Agreement dated.....(the "Agreement") where by the Authority has agreed to the International academic Partner undertaking the services to the Authority at.....in..... district.....in the state of....., subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the International academic partner to furnish a Performance Guarantee in accordance with the Service Agreement, to the Authority of a sum equal to Rs.....(Rupees.....)and for which this Performance Guarantee is being executed (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the entire Service Period (as defined in the Agreement) and for a period of 120 (one hundred and twenty) days after expiry of the Service Period or Termination (as defined in the Agreement), whichever is earlier (the "Guarantee Period").

(C) We,.....through our Branch at.....(the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Guarantee.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows

1 The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the International academic Partner's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the International academic Partner, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2 A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority that the International academic Partner has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the International academic Partner is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the International academic Partner is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the International academic Partner, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the International academic Partner for any reason whatsoever

3 In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the International academic Partner and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee. .

4 It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the International academic Partner before presenting to the Bank its demand under this Guarantee.

5 The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the International academic Partner contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the International academic partner, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be

released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the International academic partner or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6 This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the International academic Partner under the Agreement.

7 Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8 Subject to paragraph 7 above, the Performance Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the International academic partner for release of the Performance Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Guarantee forthwith.

9 The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank

10 Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11 This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed this ..... day of ....., 20..... at .....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

1. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing branch