

Request For Proposal (RFP)
for
Engagement of DEA (Department of Economic Affairs) empanelled
Transaction Advisor for Feasibility Assessment and Opportunity
Identification for Public–Private Partnership (PPP) in
Navodaya Vidyalaya Infrastructure



BID No.: 02/NVS(TA)/2025-26

Total no. of pages 33

Navodaya Vidyalaya Samiti
An Autonomous organization
Under Ministry of Education
B-15, Institutional Area, Sector-62,
Noida, Distt. G B Nagar, UP

INDEX

Sr. No.	Section No.	Description	Pages
1		Cover Page	
2		Index	
3		Notice Inviting Bids	
4	Section – 1	Introduction	
5	Section – 2	Aims and Objectives	
6	Section – 3	Terms of Reference: Scope of Services	
7	Section – 4	Eligibility Criteria	
8	Section – 5	Payment Schedule	
9	Section – 6	Bid Submission & Opening	

NAVODAYA VIDYALAYA SAMITI
(CONSTRUCTION WING)

NOTICE INVITING BIDS

Navodaya Vidyalaya Samiti (NVS), Noida invites online bids from firms/agencies empaneled as Transaction Advisors by the Department of Economic Affairs (DEA), Ministry of Finance, for engagement as Transaction Advisor (TA) to undertake PPP opportunity identification, preliminary and detailed feasibility assessments, and development of model Request for Proposal (RFP) documents for potential PPP initiatives related to NVS infrastructure, land assets, and Navodaya Leadership Institutes (NLIs), as detailed in the Terms of Reference (ToR) of this bid document.

The assignment includes mapping of PPP opportunities, assessment of viability, recommendation of suitable PPP structures, and preparation of model bid documents that may be used by NVS for eventual selection and finalization of PPP partners, subject to approval of NVS.

TIME SCHEDULE

Published Date	27.01.2026
Date of Pre-bid Meeting	04.02.2026 (At 3:00 PM)
Bid Submission End Date	20.02.2026 (upto 11:00 AM)
Eligibility Bid Opening Date	23.02.2026 (At 3:00 PM)
Financial Bid Opening Date	To be intimated

SECTION-1

INTRODUCTION

1.1 The Navodaya Vidyalaya Samiti (NVS) is an autonomous organisation under Ministry of Education, administering functioning of Navodaya Vidyalayas(NVs), a Central Sector Scheme fully funded by the Central Government. The National Policy on Education 1986, envisaged setting up of co- educational residential schools to be called Navodaya Vidyalayas, with an aim of providing academic excellence coupled with equity and social justice. NVs are located in rural areas across the country. NVS is headed by a Commissioner. NVS has Construction-Wing headed by General Manager (Construction).

1.2 Navodaya Vidyalaya Samiti has its Headquarter at Sector 62, Noida, UP. At present NVS has 8 Regional Offices (ROs) at various cities across the country. The details of plinth area of NVS office is as follow :

1.2.1 Office Campuses of NVS including Regional offices :

- (a) NVS Headquarter Office Building- Noida
- (b) NVS Regional Office Building- Bhopal
- (c) NVS Regional Office Building- Chandigarh
- (d) NVS Regional Office Building- Hyderabad
- (e) NVS Regional Office Building- Jaipur
- (f) NVS Regional Office Building- Lucknow
- (g) NVS Regional Office Building- Patna
- (h) NVS Regional Office Building- Pune
- (i) NVS Regional Office Building- Shillong
- (j) NVS Regional Office Building- Bhubneshwar
- (k) NVS Regional Office Building- Ahemdabad

1.3 To meet the training requirements, Navodaya Samiti has established National Navodaya Leadership Institute at NVS HQ, Noida and Navodaya Leadership Institute at Ranga Reddy, Goa, Udaipur, Puri, Kamrup, Assam. National Navodaya Leadership Institute established in 2002 and presently functioning at its permanent building in the campus of NVS HQ Sector-62 Noida. At present NVS has 7 Leadership Institute (NLI) at various cities across the country. The details of plinth area of NVS office is as follow :

1.3.1 Office Campuses of Navodaya Leadership Institute:

- (a) Navodaya Leadership Institute- Noida, U.P
- (b) Navodaya Leadership Institute- Rangareddy, Hyderabad.
- (c) Navodaya Leadership Institute- Amritsar, Punjab.
- (d) Navodaya Leadership Institute- Goa.
- (e) Navodaya Leadership Institute-Puri, Odisha

(f) Navodaya Leadership Institute- Kamrup, Assam.

(g) Navodaya Leadership Institute- Udaipur, Rajasthan.

1.4 Presently there are more than **650 schools** functioning all over India except state of Tamil Nadu. These NVs requires day-to-day maintenance and minor repair works and some works of Additions and Alterations due to change in guidelines of NBC, GPRA and PAR specifications etc. The following infrastructure is generally available at NVs, that needs to be maintained along with some other infrastructure as available at NVs :

1.4.1 Infrastructure in JNV Campus :

Non-Residential Building

- School Building
- Kitchen & Dining Hall
- Vice Principal
- M P Hall
- Pump House
- Work Shop
- Sub- Station
- Total

Dormitories

- Dormitories Boys & Girls

Residential Building

- Principal Residence
- Type-III
- Type-II (Guest House)
- Type-I
- Warden Residence



1.4.2 Development Works/Services in CBRI/CPWD Campuses

- (i) Campus Boundary wall & Guard Room with Main-Gate, etc.
- (ii) Internal & External water supply, drainage and sewerage disposal system:
 - (a) Borewell including submersible pump & cabling etc. complete up to desired depth after obtaining Ground Water Report/ Hydrological Survey Report from concerned authorities.

- (b) Underground Water Reservoir (100 KLD) of adequate capacity with submersible pump
- (c) Making connection with Municipal water supply / Phed / Panchayat connection as per site conditions
- (d) Pump house
- (e) Water supply distribution, drainage and sewerage disposal system
- (iii) Internal Electrification:
 - (a) Substation building
 - (b) HT/LT Panel
 - (c) Street lighting using U.G. cables
 - (d) External wiring / cable connection using U.G. cables from sub-station to feeder pillar, buildings & pump house and necessary connection from DG set to infrastructures.
- (iv) Internal roads, paths and Hume Pipes/culverts & Retaining walls (if any)
- (v) Sports Infrastructures
 - (a) Earthen Raised Running Track with 400/200 meters (as per availability of land) with good earth having barricading & marking over sides – 1 no. along with central area development for multi-purpose use including marking of Athletics/ Football/ Cricket Area, etc. with mini dais cum viewers gallery in steps.
 - (b) Basket Ball fields – 2 nos. and Earthen Raised Kho-Kho / Volley Ball Court with good earth – 2 nos. OR Multi-Sports Field for boys and girls separately.
 - (c) Open Gym – 1 no. each for boys & girls.
- (vi) Rain Water Harvesting
- (vii) Basic Furniture provisions as per Technical Circular- 04/24 vide dated: 04.09.2024. For more details refer NVS website - Construction - Circular.
- (viii) Grid connected Roof Top Solar System, Solar Street Lighting System-50 Watt, Solar Water Heating System for dormitories, etc.

SECTION-2

AIMS AND OBJECTIVES

2.0 Aims and Objectives

2.1 Navodaya Vidyalaya Samiti (NVS) invites proposals exclusively from firms empanelled as Transaction Advisors by the Department of Economic Affairs (DEA), Ministry of Finance, for engagement as a Transaction Advisor (TA) to support NVS in identifying, assessing and developing suitable Public–Private Partnership (PPP) options across its network of Jawahar Navodaya Vidyalayas (JNVs), Navodaya Leadership Institutes (NLIs), land banks and associated institutional infrastructure, particularly in the context of government-funded residential school systems and allied social infrastructure.

2.2 The main objectives of the assignment are to:

- Map and assess all NVS assets, including existing JNV campuses, NLIs, institutional buildings and vacant/surplus land parcels, for potential PPP utilisation.
- Identify and shortlist viable and appropriate PPP models for government-funded residential schools and associated institutional facilities, including development, upgradation, joint development or other suitable PPP structures, ensuring full alignment with NVS’s mandate of free residential education.
- Undertake preliminary technical, financial, legal, regulatory, operational and social feasibility assessments for each shortlisted PPP opportunity.
- Define and recommend roles, responsibilities and indicative risk-sharing mechanisms among stakeholders under different PPP options, including construction, operational, demand, regulatory and social risks, while safeguarding land ownership and institutional integrity of NVS.
- Recommend appropriate PPP, procurement and concession / engagement structures suitable for future implementation, based on value for money, long-term sustainability, government affordability and social objectives, without undertaking execution or bid-process management.
- Prepare draft model transaction and procurement documents, including concept notes, term sheets, and model RFQ/RFP documents, which may be used by NVS for future procurement of private partners, subject to approval by NVS.
- Ensure that no proposed PPP model imposes any fee, charge, liability or financial burden on NVS or its students, and that all recommended options fully protect NVS’s public-service character, safety norms, equity considerations and educational mandate.

2.3 The assignment is expected to enable NVS to adopt a transparent, structured and evidence-based PPP assessment framework, supporting efficient utilisation of public assets, unlocking the potential of existing land banks, enabling cost-neutral or fiscally sustainable infrastructure enhancement, and guiding long-term institutional development of government residential schools through well-designed and socially responsible PPP strategies.

-X-X-X-

SECTION-3

TERMS OF REFERENCE: SCOPE OF SERVICES

3.0 The Transaction Advisor (TA) shall provide professional advisory services to Navodaya Vidyalaya Samiti (NVS) for identification, assessment and structuring of suitable Public–Private Partnership (PPP) options for government-funded residential school infrastructure and allied institutional facilities.

The scope of work is limited to feasibility assessment, structuring of options and preparation of model documents only, and shall not include bid-process management, bidder evaluation, contract award or implementation support.

3.1 The brief scope shall be as follows:

3.1.1 Phase 1: Diagnostic & Situational Assessment

The Consultant shall undertake a diagnostic and situational assessment to establish the baseline for PPP exploration. This shall include:

- Review of existing government-funded residential school schemes and comparable social-sector institutions.
- Assessment of the following aspects:
 - Infrastructure requirements and capacity gaps,
 - Capital and operational expenditure patterns, and
 - Quality gaps and service-delivery challenges.
- Study of national and international best practices in PPPs relevant to:
 - Residential schools, and
 - Social infrastructure such as education institutions, hostels and welfare facilities.

3.1.2 Phase 2: PPP Model Identification & Structuring

Based on the diagnostic assessment, the Consultant shall identify and evaluate suitable PPP models that may be applicable to NVS assets and services. The models evaluated may include, but shall not be limited to:

- Design–Build–Finance–Operate–Maintain (DBFOM) models,
- Management contract or service-based models,
- Lease–Operate–Transfer or long-term lease arrangements, and
- Hybrid annuity or availability-based payment models.

The Consultant shall recommend preferred PPP model(s) based on:

- Value for money,
- Long-term sustainability,
- Government affordability, and
- Alignment with social and educational objectives of NVS.

3.1.3 Phase 3: Financial & Risk Analysis

For shortlisted PPP options, the Consultant shall undertake indicative financial and risk analysis, including:

- Preparation of financial models for shortlisted PPP options.
- Definition of indicative:
 - Government payment mechanisms (such as annuities, per-student or per-facility costs, performance- or availability-based payments), and
 - Capital investment responsibilities of public and private parties.
- Risk-allocation analysis covering:
 - Construction risk,
 - Operational risk,
 - Demand risk, and
 - Regulatory and social risks.

All financial and risk analyses shall ensure that no PPP option imposes any fee, charge or financial burden on NVS or its students.

3.1.4 Phase 4: Legal, Regulatory & Institutional Framework

The Consultant shall review the applicable legal, regulatory and institutional framework relevant to the proposed PPP options, including:

- Education-sector laws and regulations,
- PPP policies and guidelines, and
- Contracting and procurement regulations.

Based on this review, the Consultant shall recommend:

- Appropriate contract structures,
- Performance standards and service-level requirements, and
- Monitoring, reporting and penalty mechanisms.

The Consultant shall also define institutional arrangements required for contract management and oversight, should the PPP options be taken forward in future.

3.1.5 Phase 5: Procurement Strategy & Market Sounding

The Consultant shall develop an indicative procurement strategy for future selection of private partners, strictly as an advisory exercise. This shall include preparation of model procurement and transaction documents, such as:

- Expression of Interest (EoI),
- Request for Proposal (RFP), and
- Draft concession or management agreement templates.

Where specifically directed by NVS, the Consultant may also undertake limited market sounding with potential private sector participants solely to assess market interest and response, without undertaking any bid-process management or evaluation.

3.1.6 Phase 6: Implementation Roadmap

The Consultant shall prepare a non-binding implementation roadmap to guide NVS in taking the PPP options forward, if so decided. The roadmap shall include advisory recommendations on:

- Identification of possible pilot projects,
- Scaling strategies, and
- Capacity-building requirements for government officials.

3.1.7 Terms of Reference: Scope of Services

The selected Transaction Advisor (TA) shall perform the following services for NVS as part of the assignment.

- **Pre-Feasibility Assessment:** Assess the preliminary technical, financial, legal and regulatory viability of potential PPP opportunities across NVS campuses, NLIs and land assets.
- **Alignment with NVS Mandate:** Evaluate each proposal's alignment with NVS's objectives, including free residential education, student safety, institutional integrity and compliance with government norms.
- **Data Collection & Analysis:** Collect, review and analyse relevant land, infrastructure, asset utilisation, cost and institutional data required to assess PPP options.
- **Review of Existing Cost Inputs:** Review available cost estimates, DPRs, infrastructure studies and any existing reports relevant to proposed PPP opportunities.
- **Indicative Financial Assessment:** Prepare indicative financial models or revenue estimates for feasible PPP options, ensuring that no model imposes fees or financial burden on NVS or its students.
- **Risk Identification & Allocation Framework:** Identify key risks—technical, operational, legal, regulatory and financial—and recommend an appropriate risk-allocation matrix for each PPP option.
- **Impact on NVS Resources:** Assess likely financial, administrative and institutional implications of each PPP model for NVS, and recommend strategies to ensure minimal or zero financial commitment from NVS.
- **Development of PPP Options & Structures:** Formulate suitable PPP models for NVS (e.g., long-term land lease, DBF/DBFOT for specific infrastructure, renewable-energy PPP, joint development, service-based models, etc.). Provide option-wise structuring recommendations, including roles, responsibilities, tenure and performance expectations.
- **Tax, Legal & Regulatory Advisory:** Advise on applicable tax implications, land-use regulations, statutory requirements and sector-specific norms affecting the viability of proposed PPP structures.
- **Approvals & Clearances Roadmap:** Prepare a consolidated list of approvals and clearances required for each proposed PPP project, including timelines, issuing authorities and dependencies.
- **Preparation of Model Bid Documents:** Draft model RFQ/RFP documents, evaluation criteria, term sheets and outline concession/lease agreements that NVS may use for future procurement of PPP partners, subject to approval by NVS.

- Advisory for Future Procurement: Provide high-level guidance on the steps and processes that NVS may follow for procurement of PPP partners using the model documents.
- No bid-process management, evaluation or onboarding support is included in the scope of work of this contract.
- Additional Advisory Support: Provide any related PPP advisory input, documentation support or feasibility clarification reasonably required by NVS during the assignment.

-x-x-x-



SECTION-4

ELIGIBILITY CRITERIA & PRE-QUALIFICATION REQUIREMENTS

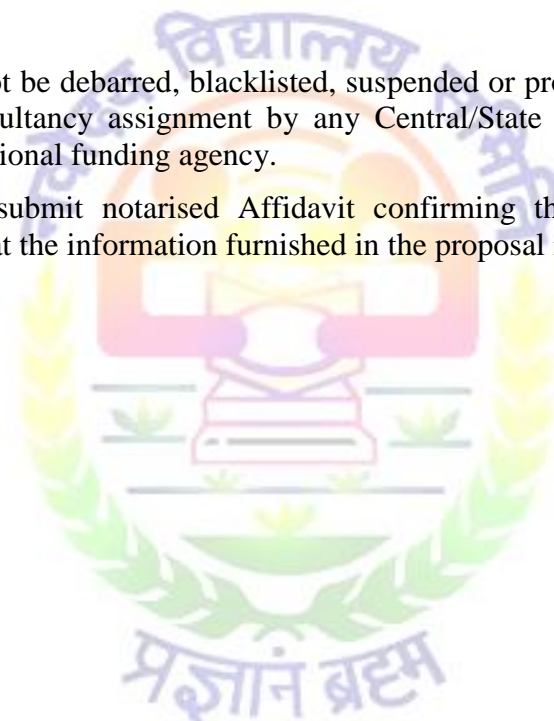
4.0 Bidder must satisfy *all* of the following conditions to be eligible. Proposals from bidders failing any criterion will be considered non-responsive and will be rejected.

4.1 Empanelment with DEA / PIU

- Bidder must be among the firms listed in the current empanelled Transaction Advisers (TAs) panel maintained by the Department of Economic Affairs (DEA), Ministry of Finance, Government of India.
- Bidder must submit valid documentary proof of such empanelment (e.g. certificate/notification from DEA, copy of latest “Empanelled Transaction Advisers for PPP Projects” list as on bid due date) as part of its Technical Proposal.

4.2 Blacklisting / Debarment Declaration

- The Bidder must not be debarred, blacklisted, suspended or prohibited from participating in any tender or consultancy assignment by any Central/State Government, PSU, statutory authority or international funding agency.
- The Bidder shall submit notarised Affidavit confirming that it is not barred by any organisation and that the information furnished in the proposal is true and correct.



SECTION-5

PAYMENT SCHEDULE

5.0 The indicative payment schedule is as follows:

Key Deliverable No.	Milestone / Deliverable	Payment (As % of Cost of Consultancy as quoted in the financial proposal)
A1	Preparation and submission of the First Draft Report, including preliminary PPP options, and presentation thereof to NVS	20%
A2	Submission of the Revised Report, incorporating NVS feedback and options accepted by NVS	30%
A3	Submission of the Final Report, including feasibility assessment, recommended PPP structures, risk framework and implementation roadmap	30%
A4	Submission of Model RFP Documents and other required transaction documents, as per the requirements and directions of NVS	20%
TOTAL		100%

SECTION-6
BID SUBMISSION & OPENING

6.0 Instructions for submission of Bid

6.0.1 Bids are invited on Central Public Procurement Portal (CPPP) developed by NIC. No physical bids will be entertained/accepted.

6.0.2 Each page of the bid document shall be signed with seal by an authorized person of bidder. Copy of Authorisation/Board Resolution to be submitted alongwith bid documents.

6.0.3 Bids of only those bidders whose bids are complete in all respect and qualify as per eligibility criteria prescribed by NVS shall be considered. NVS reserves the right to accept or reject any or all bids received by it without assigning any reason.

6.0.4 Any modification/ deviation in Bid Document shall make the bid as non-responsive and liable to be rejected summarily without assigning any reason thereof.

6.1 Pre Bid Meeting

6.1.1 The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter related to contents in the bid documents as raised by the participating intending bidders.

6.1.2 The bidders are requested, as far as possible, to submit all queries through **CPP Portal** only not later than two days before the pre-bid meeting. It may not be practicable to answer all queries received at the time of meeting but clarifications to queries and responses shall be issued in accordance with the subsequent clauses. All communication must be addressed to General Manager (Constn.) at Navodaya Vidyalaya Samiti (HQ), B-15, Sector-62, Noida (UP), PIN-201309.

6.1.3 The bidders (or his authorized representative) who have submitted queries through **CPP Portal** and other interested bidders shall submit their email address to gm-nvs@navodaya.nic.in so that virtual link will be sent to attend the pre-bid meeting on scheduled date and time of Pre-bid meeting.

6.1.4 The text of the queries raised and the responses given together with any responses prepared after the pre-bid meeting shall be uploaded at **CPP Portal**.

6.2 Opening of Bids

6.2.1 The Custodian (NVS) will open the Bids at the prescribed date and time as per prevailing norms for opening bids on **CPP Portal**.

6.3 Comparison of Bids and Award Criteria

6.3.1 Among all bidders who meet the eligibility criteria, the Financial Bids shall be compared on a total-cost (L1) basis. The bidder quoting the lowest total financial bid (L1) shall be considered for

award of the assignment.

6.4 Custodian's Right to Accept or Reject Bids :NVS reserves the right to accept, in whole or in part, any bid, or to reject any or all bids, without assigning any reason whatsoever. NVS may also cancel the entire bidding process at any stage without incurring any liability to any bidder.

6.5 No Obligation to Award Work: The bidding process is **non-binding**. NVS is not obligated to award any work or the entire scope of services to any bidder solely on the basis of their participation. Submission of a bid does not confer any right or claim for award of work.

6.2 Allocation of Work Based on NVS Requirements: NVS may, at its discretion, allocate the assignment **fully or partially** to the selected Transaction Advisor.

NVS also reserves the right to engage **one or more DEA-empanelled Transaction Advisors** at the rate discovered through this RFP for specific tasks, phases, or projects as may be required.

6.3 Right to Engage Any Other Eligible DEA-Empanelled TA at L1 Rate: After completion of the bidding process, NVS reserves the right to award the assignment, or any part of it, to **any other DEA-empanelled Transaction Advisor**, including those who did not participate in this RFP, **provided they agree to work at the L1 rate** discovered through this tender.

6.4 No Claim for Exclusivity: The selected TA shall have **no claim to exclusivity**. NVS may allocate opportunities, projects, or tasks to multiple TAs depending on workload, timelines, or administrative requirements.

6.5 No Liability for Non-Award: NVS shall not be responsible for any cost, loss, or inconvenience incurred by bidders due to:

- rejection of a bid,
- partial allocation of work, or
- non-award of work.

SECTION-7
SPECIAL CONDITIONS OF TENDER

7.0 Presentations: The Transaction Advisor shall make presentations of its reports, findings, feasibility assessments, PPP options and draft model documents to Navodaya Vidyalaya Samiti (NVS), as and when required, for review, discussion and feedback.

7.1 Completion of Services:

7.1.1 Completion Period

The Transaction Advisor shall submit the draft report containing its preliminary assessment, analysis and recommendations within **45 (Forty Five)** days from the date of issue of the Letter of Engagement (LoE) and shall make presentation(s) of the same to Navodaya Vidyalaya Samiti (NVS), as directed.

Based on the observations, comments and suggestions of NVS, the Transaction Advisor shall suitably revise the draft and submit the final report and all deliverables within **120 (One Hundred Twenty) days** from the date of issue of the Letter of Engagement (LoE).

Any extension of the completion period shall be granted only with the prior written approval of NVS, subject to justified reasons and institutional requirements.

7.1.2 Completion of Services:

All deliverables under this assignment shall be compiled, classified and submitted by the Transaction Advisor to NVS in soft copy and 02 hard copies. All documents, reports, analyses, models, presentations and draft bid documents prepared under this assignment shall remain the exclusive property of NVS and shall not be used by the Transaction Advisor for any purpose other than that intended under these Terms of Reference, without prior written permission of NVS.

The assignment shall be deemed completed upon submission and acceptance of all deliverables by NVS, as stipulated in the Terms of Reference and the Letter of Engagement. Unless accepted earlier, the final deliverables shall be deemed to have been accepted by NVS as satisfactory upon expiry of 90 (Ninety) days from the date of submission of the final deliverable, provided that NVS does not, within such period, issue a written communication specifying deficiencies, observations or required modifications.

In case NVS communicates any deficiencies or observations within the said period, the Transaction Advisor shall promptly carry out the necessary revisions, corrections or additions to the satisfaction of NVS. Upon submission of the revised deliverables, the above acceptance process shall apply again.

SECTION-8

AGREEMENT

Agreement for “PROVISION OF TRANSACTION ADVISORY SERVICES FOR PPP FEASIBILITY ASSESSMENT AND MODEL DOCUMENT DEVELOPMENT FOR NAVODAYA VIDYALAYA SAMITI”.

THIS AGREEMENT made on the day between NAVODAYA VIDYALAYA SAMITI, (NVS in short) a society registered under the Societies Registration Act, 1860 and having its registered office at Plot No. B-15, Sector-62, Institutional Area, Noida-201309 (U.P), hereinafter referred to as the “Authority” (which expression shall unless excluded by and repugnant to the context be deemed to include its successors and permitted assigns) on one part and, a company / firm registered under the Companies Act, and having its registered office at, hereinafter referred to as the “Transaction Advisor” (TA in short) (which expression shall include its successors and permitted assigns as permitted by the Authority) on the other part.

WHEREAS

A) WHEREAS the Authority, i.e. Navodaya Vidyalaya Samiti (NVS), vide its Request for Proposal (RFP), invited proposals for appointment of a Transaction Advisor (hereinafter referred to as the “Consultancy”) for undertaking PPP Opportunity Identification, Feasibility Assessment and Development of Model RFP / PPP Documents for Navodaya Vidyalaya Samiti (NVS) (hereinafter referred to as the “Project”); and

B) WHEREAS the Transaction Advisor submitted its proposal for the aforesaid work, whereby the Transaction Advisor represented to the Authority that it possessed the required professional skills, competence and experience to undertake the said Consultancy, and further agreed to provide the Services to the Authority strictly in accordance with the terms and conditions set forth in the RFP and this Agreement; and

C) WHEREAS the Authority, on acceptance of the aforesaid proposal of the Transaction Advisor, awarded the Consultancy to the Transaction Advisor vide its Letter of Award dated (hereinafter referred to as the “LoA”); and

D) WHEREAS in pursuance of the said Letter of Award, the Parties hereto have agreed to enter into this Agreement for the provision of the said Transaction Advisory Services on the terms and conditions contained herein.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- b) “Agreement” means this Agreement, together with all the Annexes;
- c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;

- d) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g) “Deliverables” means all reports, assessments, model documents, presentations, and other outputs specified in the Payment Schedule of the RFP (Section 5) and as required under this Agreement, to be submitted by the Consultant;
- h) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- i) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- j) “Government” means the Government of India;
- k) “INR” means Indian Rupee;
- l) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them;
- m) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- n) “RFP” means the Request for Proposal document (Bid No./NVS(TA)/2025-26) in response to which the Consultant’s proposal for providing Services was accepted, including all clarifications and addenda issued thereto;
- o) “Services” means the advisory work to be performed by the Consultant pursuant to this Agreement, as described in Section 3 (Terms of Reference) of the RFP, limited to PPP opportunity identification, feasibility assessment, recommendation of PPP structures, development of model RFP/RFQ documents, and related advisory services, and explicitly excluding any bid process management, evaluation, or onboarding support for PPP partners;
- p) “Sub-Consultant” means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- q) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) This Agreement (including all Annexes);
- b) Letter of Award (LOA);
- c) Request for Proposal (RFP) document (Bid No./NVS(TA)/2025-26) and all clarifications/addenda;
- d) Consultant’s accepted Proposal.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. 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 the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the

Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

1.8.1. The Services, being primarily advisory in nature, shall be performed at the Consultant's offices and such other locations as are reasonably required for data collection, meetings with the Authority, and presentations. The Consultant shall adhere to any security and access protocols of the Authority when working at the Authority's premises.

1.8.2. The Consultant shall make itself available for presentations, discussions, and review meetings at the Authority's offices in Noida or other designated locations, as and when required by the Authority.

1.9. Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10. Authorised Representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

..... <Name>

..... <Designation>,

..... <Office Address>

Tel:

Mobile:

E-mail:

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

..... <Name>

..... <Designation>,

..... <Office Address>

Tel:

Mobile:

E-mail:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all taxes, duties, fees, and other impositions as may be levied under the Applicable Laws on its income. All service tax and other taxes (excluding income tax) applicable on the professional fees payable to the Consultant shall be borne by the Authority, as per prevailing law and the intent of the RFP.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2. Commencement of Services

The Consultant shall commence the Services within a period of **7 (seven) days** from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon completion of the Services and submission of the final Deliverable by the Consultant, in accordance with the timelines and provisions stipulated in the Bid Document (RFP).

Upon expiry or termination of this Agreement, the Authority shall make payments of all amounts due to the Consultant hereunder, subject to the provisions of this Agreement and the Bid Document.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together with the RFP and LOA constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its material obligations under this Agreement, including the timely submission of Deliverables; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any material breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement, provided that in such case the Authority shall pay the Consultant for all Services satisfactorily performed and Deliverables accepted up to the date of termination.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed and Deliverables accepted prior to the date of termination;
- b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful advisor to the Authority, and shall at all times support and safeguard the Authority's legitimate interests.

3.1.2. Terms of Reference

The scope of Services to be performed by the Consultant is specified in Section 3 of the RFP. The Consultant shall provide the Deliverables specified in the RFP Payment Schedule (Section 5) in conformity with the time schedule stated therein and as per Clause 6.3 of this Agreement.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a material breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation

shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy / advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall be entitled to all remedies available under law and this Agreement.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from such date.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the definitions of Prohibited Practices shall be as per the RFP and Applicable Laws.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, analyses, models, draft documents, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisors, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisors, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to gross negligence, willful misconduct, or breach of confidentiality or conflict of interest obligations in the Services rendered by it.

3.4.3. The Parties hereto agree that the Consultant's total aggregate liability to the Authority under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed an amount equal to the Agreement Value.

3.4.4. In no event shall the Consultant be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, data, or business opportunity, even if advised of the possibility of such damages.

3.5. Accounting, inspection, and auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof; and
- b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority, for the purpose of verifying costs and reimbursable expenses.

3.6. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) Appointing any Key Personnel not listed in its Proposal (if any list was provided);
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- c) any other action that is specified in this Agreement.

3.7. Reporting obligations

3.7.1. The Consultant shall submit to the Authority the reports and Deliverables specified in the Bid Document (RFP) and this Agreement, in the form, manner and within the timelines stipulated therein.

3.7.2. The Consultant shall submit the draft report and make a presentation before the Authority, and thereafter revise and submit the final report, strictly in accordance with the requirements, process and timelines specified in the Bid Document (RFP).

3.8. Documents prepared by the Consultant to be property of the Authority

3.8.1. All Deliverables, reports, data analyses, financial models, draft model RFP/RFQ documents, and other materials (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants) in performing the Services shall become and remain the exclusive property of the Authority. All intellectual property rights in such Consultancy Documents shall vest solely with the Authority. The Consultant hereby assigns to the Authority all such rights, title, and interest, and agrees to execute all documents necessary to perfect such assignment.

3.8.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, in both soft copy (editable format where applicable) and 02 hard copies, together with a detailed inventory thereof. The Consultant may retain one copy for its internal records. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3. The Consultant shall indemnify and hold the Authority harmless from and against any losses, claims, damages, expenses, awards, penalties or injuries which may arise from or due to any

unauthorized use or disclosure of such Consultancy Documents by the Consultant, its Sub-Consultants or Personnel.

3.9. Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority, or return them if so directed.

3.10. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided reasonable access to interact with the designated Personnel of the Consultant for the purposes of review, discussions, and presentations, during mutually agreed times.

3.11. Accuracy of Documents

The Consultant shall exercise reasonable skill, care, and diligence in the preparation of its Deliverables, based on the information and data provided by the Authority or obtained from credible public sources. The Consultant's liability for inaccuracies is limited as per Clause 3.4.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services with the requisite expertise.

4.2. Deployment of Personnel

4.2.1. The Consultant shall deploy adequate Personnel to meet the deliverables and timeline of the assignment.

4.2.2. Any significant change in the deployment of Key Personnel proposed in the Consultant's bid shall require prior written approval of the Authority.

4.3. Approval of Personnel

If the Consultant proposes to engage any person as Key Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person. The Authority may approve or reject such proposal within a reasonable time.

4.4. Substitution of Key Personnel

The Authority expects the Key Personnel identified in the Consultant's Proposal to be available for the assignment. Any substitution shall only be permitted under compelling circumstances with the prior written approval of the Authority, and the substitute shall have equal or better qualifications and experience.

4.5. Working hours, overtime, leave, etc.

The Consultant's remuneration shall be deemed to be a lumpsum covering all Personnel costs, including overtime, leave, etc., unless otherwise specified in the Agreement.

4.6. Project Manager

The Consultant shall designate a suitable person as Project Manager who shall be responsible for day-to-day coordination, performance of the Services, and liaison with the Authority.

4.7. Sub-Consultants

The Consultant may, with prior written approval of the Authority, engage Sub-Consultants for specialized tasks. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4. The Consultant shall remain fully liable for the performance of the Sub-Consultants.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

The Authority shall make best efforts to provide the Consultant with necessary access to available data, information, and officials, and facilitate site visits if required for the Services.

5.2. Access to land and property

The Authority shall provide the Consultant with necessary information regarding its assets and, if required and feasible, provide access to sites for the purpose of assessment, subject to security and operational constraints.

5.3. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws which increases the cost incurred by the Consultant in performing the Services by an amount exceeding 5% of the Agreement Value, then the Parties shall discuss in good faith to adjust the Agreement Value accordingly.

5.4. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1. Cost estimates and Agreement Value

6.1.1. The total cost of the Services payable to the Consultant is the amount quoted in the Financial Bid and accepted by the Authority (the "Agreement Value").

6.1.2. The Parties agree that the Agreement Value is INR _____ (Rupees _____), which is inclusive of all taxes (except those explicitly borne by the Authority as per Clause 1.11) and all costs unless otherwise specified.

6.1.3. The Agreement Value shall be fixed and not subject to increase except as provided under Clause 5.3 (Change in Law) or by written agreement pursuant to Clause 2.6 for a material change in scope requested by the Authority.

6.2. Currency of payment

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made strictly in accordance with the payment provisions and conditions stipulated in the Bid Document (RFP), subject to submission and acceptance of the relevant Deliverables by the Authority.

The Consultant shall submit its invoice in the manner prescribed in the Bid Document, and the Authority shall release payment of the undisputed amount in accordance with the terms and timelines specified therein.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

7.1.1. The Consultant shall provide a Performance Security in the form of a Bank Guarantee for an amount equal to 5% (five percent) of the Agreement Value, valid until 60 days after the expiry of the Agreement.

7.1.2. The Performance Security shall be invoked by the Authority in case of material breach of contract by the Consultant or for recovery of liquidated damages as specified below.

7.1.3. The Performance Security shall be released to the Consultant after the expiry of the Agreement and settlement of all dues, claims, or liquidated damages.

7.2. Liquidated Damages for delay

In case of delay in submission of any Deliverable beyond the agreed timeline (as may be extended under this Agreement), liquidated damages shall be levied at the rate of 0.1% of the Agreement Value per week of delay, subject to a maximum of 10% of the Agreement Value. No liquidated damages shall be levied if the delay is due to reasons attributable to the Authority or due to Force Majeure.

7.3. Penalty for deficiency in Services

In case of significant deficiency in the Services or Deliverables, the Authority may, in addition to withholding payment, require rectification by the Consultant at its own cost. Repeated or uncured deficiencies may be grounds for termination under Clause 2.9.1.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the designated senior officials of both Parties for amicable settlement, and upon such reference, the said persons shall meet within 15 days to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 30 days of the notice in writing referred to in Clause 9.2.1, either Party may refer the Dispute to arbitration.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by a sole arbitrator appointed by mutual agreement, failing which by the competent court at the Authority's headquarters. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Noida, Uttar Pradesh.

9.4.2. The arbitrator shall make a reasoned award which shall be final and binding on the Parties.

9.4.3. The Parties agree to carry out the arbitral award without delay.

9.4.4. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10. AUTHORITY'S RIGHTS AS PER RFP

Notwithstanding anything contained herein, the Authority's rights as specified in the RFP, including but not limited to:

- a) The right to allocate the assignment fully or partially;
- b) The right to engage one or more DEA-empanelled Transaction Advisors at the L1 rate discovered through this RFP for specific tasks;
- c) The right to award work to any other eligible DEA-empanelled TA at the L1 rate;
- d) The non-exclusive nature of the engagement;

shall remain in full force and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of the Consultant

**For and on behalf of Navodaya
Vidyalaya Samiti**

WITNESSES

WITNESSES

1.....

1.....

2.....

2.....

