

Request for Proposal (RFP)

For

Services of a Consultancy Organization

To

REVIEW/EVALUATION OF SARVA SHIKSHA ABHIYAN

(SSA)

Ministry of Human Resource Development

Department of School Education & Literacy

Room No.: 210, C-Wing

Shastri Bhawan, New Delhi – 110115

Tel Nos.: 23387211

May 2017

The REQUEST FOR PROPOSAL (RFP)

includes the following documents:

S.No.	Section	Particulars	Page Nos.
1	Section 1	Letter of Invitation	3-4
2	Section 2	Information to Consultants (including Data Sheet)	7-21
3	Section 3	Technical Proposal - Standard Forms	23-34
4	Section 4	Financial Proposal - Standard Forms	36-40
5	Section 5	Terms of Reference	42-52
6	Section 6	Standard Forms of Contract	54-75
7		Appendices	77-88

Section 1 -Letter of Invitation

[Name and Address of Consultant]

Dear Mr./Ms.:

1. The Ministry of Human Resource Development, Department of School Education and Literacy Name of the Ministry / Department] (hereinafter called “Employer”) is **engaging services of a consultancy organization to conduct Review/Evaluation of Sarva Shiksha Abhiyan.** Pursuant to your application in response to the Expression of Interest (EOI) to provide the consulting services to Review/Evaluation of Sarva Shiksha Abhiyan (SSA), your firm has been short-listed and you are now invited to submit your formal proposal in two bid system (Part I: Technical Bid and Part II: Financial Bid) as per the attached RFP document.
2. The technical and financial bids, in prescribed formats and other documents as per the RFP should be submitted on the CPP portal website i.e., <http://eprocure.goc.ib/cppp>. The instructions regarding online bid submission may be seen at **Appendix-H.** The bidders may also contact toll free no. 18002337315 of Central Public Procurement portal for obtaining guidance to submit online bids.
3. The last date of submission of RFP is 30th May, 2017 by 1700 hrs. The pre-bid conference would be held on 19th May, 2017 at 1100 hrs. The RFP documents can be downloaded from the website <http://eprocure.gov.in/eprocure/app>. The firm/organization/agencies who obtain 60% of marks based on the technical criteria prescribed would be treated as technically qualified. The financial proposal of only the technically qualified bids will be opened and the responsive technically qualified proposal with the lowest evaluated cost shall be selected for the award of contract.
4. For inviting proposals for conducting the Evaluation study of SSA from the short listed Institute/Agencies/Consultants, it has been decided that bids

would be submitted for all Zones together i.e. a single bid is invited for the National level only. Accordingly, the RFP has been suitably prepared. This would streamline the process of evaluation and avoid the delays in coordination among various agencies.

5. It may be mentioned that the Technical and Financial proposals may be submitted afresh even if these were submitted with the EOI as per the requirement of the RFP.

6. Please note that the Department of School Education & Literacy, Ministry of Human Resource Development reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Yours sincerely,

(Surbhi Jain)
Director
MHRD
011-23387211
surbhi.jain@nic.in

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Section 2

Information to Consultants

Part I

Standard

1. Definitions

- (a) “Employer” means SSA Bureau, Department of School Education and Literacy, Ministry of Human Resource Development who have invited the bids for consultancy services and with which the selected Consultant/Bidder signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant/Bidder” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.

- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The short-listed Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for a signed contract with the selected consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **pre-bid meeting** as specified in the Part II Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carryout the Assignment/job, and make available relevant project data and reports.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. CONSULTANTS' PERSONNEL

3.1 The consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to then number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

5.2.1 Conflicting activities: During the term of this contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

5.2.2 Conflicting Assignment/job; The Consultant (including its Personnel) shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

5.2.3 Conflicting relationships A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.2.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.2.5 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per 5 above, the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

8.1 Bidders' bids must remain valid for 90 days after the last date of submission of proposals i.e., 30.05.2017 (1700 Hrs). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

9.3.1 The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

9.3.2 Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.3.3 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal to be submitted.

9.3.4 A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along-with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.3.5 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job shall be considered on merit; however any requirement for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. will not be provided by the Employer as the rates so quoted should be all inclusive and the bidders should manage their administrative expenditure (Form TECH-3 of Section 3).

9.3.6 A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

9.3.7 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.

9.3.8 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

9.3.9 CVs' of the Professional staff as mentioned in para 9.3.1 above would be signed by the authorized representative of the Bidder (Form TECH-5 of Section 3).

9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.5 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section4). It shall list all costs associated with the Assignment/job, including remuneration for staff indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes(such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included in the rates quoted by the consultant in the financial proposal and it will be responsibility of the consultant to pay all the taxes, fees, duties, levies etc. whichever is applicable to them.

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees

12 Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

(a) **An EMD of Rs. 2.00 Lakh (Rs. Two Lakh only), as a token amount, in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the Authority, as per format at Appendix-III, from any of the Scheduled Banks only drawn in favor of Authority "PAO, Ministry of Human Resource Development" and payable at New Delhi, must be separately submitted to Director (SSA), Room No. 210-C, Shastri Bhawan, New Delhi on or before last date of bid submission i.e., 30.5.2017 (1700 Hrs) without which the proposals shall be rejected as non-responsive. The validity period of such a Demand Draft/Banker's Cheque or Fixed Deposit Receipt, or Bank Guarantee shall not be less than 90 (ninety) days from the last date of submission of bid. The scanned copy of EMD should also be uploaded with other documents on CPP portal.**

(b) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

(c) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful consultant.

(d) In the case of the Selected Consultant, EMD shall be retained till it has provided a performance Security under the Contract.

(e) The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security of 10% of the value of the contract in accordance with the provisions thereof. EMD will not be adjusted against the amount of Performance security to be furnished under the contract.

12.2 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:

12.2.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 1.10 (Section-6 Part-II) of the General Conditions (GC) of Contract;

12.2.2 If a Bidder withdraws its bids during the period of Bid validity as specified in this RFP;

12.2.3 In the case of Selected Consultant, if it fails within the specified time limit –

- (a) To sign and return the duplicate copy of LOI;
- (b) To sign the Contract; or
- (c) To furnish the Performance Security within the period prescribed thereof in the Contract; or
- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

13. Submission, Receipt, and Opening of Proposal

13.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

13.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

13.3 The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Applicants should furnish/upload scanned copies of all documents preferably in “pdf” Format. The financial bids are to be uploaded only in the prescribed formats and bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected.

13.4 The technical bids will be opened on 31.5.2017 at 1100 Hrs.

13.3 The instructions regarding online bid submission and bid opening are at Appendix-H.

14. Proposal Evaluation

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

14.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

14.3 Evaluation of Technical Proposals: CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Datasheet.

14.5 Opening & evaluation of the Financial Proposals:

14.5.1 The Instructions regarding online financial bid opening are at Appendix-H.

14.5.2 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

14.6 The Consultants Evaluation Committee (CEC) will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. However, once the bid is received and opened, no correction in the document will be made in any case by anybody. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included

in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

14.7 After opening of financial proposals, the Least Cost System (LCS) would be adopted. There would be no weight age for Technical score in the final evaluation and the responsive technically qualified proposal with the lowest evaluated cost shall be selected.

15. Award of Contract

15.1 After selection, the Employer shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken. The LOI shall be issued, in duplicate, by the Authority to the Selected Consultant and the Selected Consultant shall, within 3 (three) days of the receipt of the Letter of Intent, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Consultant is not received back by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof on request of such consultant within the aforesaid stipulated time, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Consultant to acknowledge the LOI.

15.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 5 days of issuance of the letter of intent.

15.3 The selected Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

1. Name of the Employer:
2. Name of the Assignment/job is:
3. A pre-bid meeting will be held: Yes, 19/5/2017 at 11 AM at Room No. 112, 'C' wing, 1st floor, Department of School Education and Literacy, Ministry of Human Resource Development, Shastri Bhavan, New Delhi.
4. Date & time for submission of proposal/ bid:

RFP Start date	11/05/2017
RFP END date	30/05/2017
Time	5:00PM

5. The Employer's representative is: Director (SSA)
6. The Employer will provide the following inputs and facilities:

The "Employer" shall share the requisite information/data/documents pertaining to SSA, available with the Department, Government of India with the "Bidder(s)" for the purpose of conducting the Evaluation Study:

- (i) Frame work for the implementation of SSA.
 - (ii) Existing Guidelines, Programmatic and financial norms of various components under SSA.
 - (iii) SSA Manual of Financial Management and Procurement
 - (iv) Copies of Instructions/Direction and Advices issued to the States/UTs and notifications related thereto by the Department of School Education and Literacy.
 - (v) Financial information including audit reports for all States and UTs
 - (vi) UDISE and MIS data pertaining to all States/UTs with respect to various Educational Indicators.
 - (vii) Any other relevant information required for such purposes.
7. Proposals must remain valid for 90 days after the last date of submission of proposal i.e. 30/05/2017 by 17:00 hrs.

9. Clarifications may be, if required, sought/ requested not later than the day of Pre-bid meeting or else through email at ee3.edu@gmail.com and surbhi.jain@nic.in followed by written communication at least 1 day prior to the Pre-bid meeting.
10. The estimated number of professional staff-months required for the Assignment/job is: [Indicate the requirement/expertise for each key professional for example financial analyst, planner and other experts]
11. The formats of the Technical Proposal to be submitted are:
 - Form Tech 1: Letter of Proposal/bid submission
 - Form Tech 2: Consultant's organization & experience
 - Form Tech 3: Comments & suggestions on TOR
 - Form Tech 4: Approach & methodology
 - Form Tech 5: Team composition
 - Form Tech 6: Curriculum vitae
 - Form Tech 7: Staffing Schedule
 - Form Tech 8: Work Schedule
 - Form Tech 9: Comment / modification suggested on draft contract.
 - Form Tech 10: Information regarding any conflicting activities and declaration thereof.
12. Consultant to state the cost in Indian Rupees: Yes
13. Time Schedule of Process of Proposals

The Ministry/Department shall adhere to the following schedule:

S. No.	Event Description	Date
1	Date of issue of invitation letters for RFP to the eligible applicants	11.05.2017
2	Pre-bid Meeting	19.05.2017 (1100Hrs)
3	Last Date of submission of RFP	30.05.2017 (1700Hrs)
4	Date of opening of RFP & Technical Bids	31.05.2017 (1100 Hrs)
6	Opening of Financial Bids	7.06.2017 (1200 Hrs)

The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Applicants should furnish/upload scanned copies of all documents preferably in "pdf" Format. The instructions regarding online bid submission are at Appendix-H.

14. **Evaluation Criteria:** The procedure for detailed evaluation of technical qualifications Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

Classification of Weightage for conducting Evaluation Study

Particulars	Weight
1. Overall Experience of Firm	20
a. Number of assessment/ review/evaluation studies related to Education/ Education related Project/Programme (Technical &Elementary including overall Educational)	10
- Private Sector (two or more)	02
- Government including PSU (two or more)	04
-Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc. (two or more)	04
b. Elementary Education Related Project/Programme including Monitoring Assignment	06
- Private Sector (two or more)	01
- Government including PSU (two or more)	03
-Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.	02
c. Experience of working in education projects for States/ national level/ international level (up to 6 years—2; 7 to 9 years---3, and 10 & above—4)	04
2. Approach and Methodology	40
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,	10
Details of sampling process	10
Work Plan and Staffing Schedule	10
Work plan schedule for preparation of various Questionnaires & schedules (less than 10 days)	2
Time schedule for collecting data (less than 30)	2
Time schedule for data tabulation, compilation and summary (less than 10 days)	2
Time schedule for preparing graphs and Tables (less than 5 days)	2
Time schedule for Report preparation (less than 5 days)	2
Mode & tools of analysis of Desk study data	05
Mode & tools of analysis of Field study data	05
3. CVs of Key Staff	30
Chief /Principal Consultant	20
a. Years of relevant experience (10 or more)	10
b. Professional education (Ph.D. education)	05
c. Years with the firm (more than 2 years)	05
Team Members	10
d. Years of relevant experience (3 or more)	5
e. Professional education (Masters degree)	3
f. Years with the firm (more than 1 year)	2
4. Track Record of previous projects	10
No. of projects completed on time	5
Training capability (including technical assistance for project implementation)	3
Capability for transfer of knowledge (including MIS based project monitoring)	2

15. Each proposal should furnish supporting documents for all the above criteria in the format below:

Particulars	Number (if relevant)	List of Supporting Documents	Reference Page No.
1. Overall Experience of Firm			
a. Number of assessment/ review/evaluation studies related to Education/ Education related Project/Programme (Technical &Elementary including overall Educational) - Private Sector - Government including PSU - Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.			
b. Elementary Education Related Project/Programme including Monitoring Assignment - Private Sector - Government including PSU - Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.			
c. Experience of working in education projects for States/ national level/ international level			
2. Approach and Methodology			
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,			
Details of sampling process			
Work Plan and Staffing Schedule Work plan schedule for preparation of various Questionnaires & schedules Time schedule for collecting data Time schedule for data tabulation, compilation and summary Time schedule for preparing graphs and Tables Time schedule for Report preparation			
Mode & tools of analysis of Desk study data			
Mode & tools of analysis of Field study data			
3. CVs of Key Staff			
Chief /Principal Consultant			
a. Years of relevant experience			
b. Professional education			
c. Years with the firm			
Team Members			
d. Years of relevant experience			
e. Professional education			
f. Years with the firm			
4. Track Record of previous projects			
No. of projects completed on time			
Training capability (including technical assistance for project implementation)			
Capability for transfer of knowledge (including MIS based project monitoring)			

16. Each responsive technical proposal will be assigned a technical score point as mentioned in the above evaluation criteria. **Minimum technical score which the bidder is required to obtain for making the bidder eligible for opening of Financial Bid and evaluation will be 60 points.**

17. Quality and competence of the bidder in executing the assignment/Job shall be considered as the paramount requirement. The Financial bid of technically qualified proposal will be evaluated for the lowest cost (financial) and will be considered for award of contract.
18. Financial Bids of those bidders who have secured minimum that is 60% and more in the technical evaluation, the completeness of the Financial Bid in terms of computational errors along with the details shall be examined before analyzing the entire Financial of every technically quailed Bidder.
19. In deciding the final selection of the consultant, the proposals will be ranked in terms of lowest financial cost and thereafter **the proposal with the lowest cost (L1) shall** be considered for award of contract.
20. For inviting proposals for conducting the Evaluation study of SSA from the short-listed Institute/Agencies/Consultants, **it has been decided that bids would be submitted for all Zones together i.e. at the National level only.** This implies that there shall be only one bidder for the entire evaluation study. This would streamline the process of evaluation and avoid the delays in coordination among various agencies.
21. Location for Assignment/Job: Headquarters of Consultant i.e. address specified in letter of proposal submission as in Form TECH-1. The assignment/job would entail visit to 15 States/UTs as decided by the Authority after Award of work.
22. The **consultant will submit the final report within 3 months** of the date of signing of agreement, after considering the comments of the Ministry on the draft report. The bidders will indicate their own estimate of number of professional staff-months and break-up among the team-members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 3 months from the date of signing of contract. The relevant Technical Forms is to be filled up accordingly.

Section 3

Technical Proposal – Standard form

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location,
Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTER PART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Qualifications	Experience in the field of Elementary education (in years)	Position / Task assigned for this job

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Experience in the field of Elementary Education:
11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
12. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

FORM TECH-8

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION

THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Note: Amounts must coincide with the ones indicated under Total Cost of Financial bid in form FIN-2

FORM FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Amount in Rupees *	Amount in words
1	Remuneration		
2	Miscellaneous expenses		
3	Service Tax / Any other tax		
4	Total		

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

Authorized Signature

Name:

Designation

Name of firm:

Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A)		Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
1	Key professionals *1					
2.	Support Staff *2					
	Total					

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration = _____ Amount in Rupees

(Amount in Words) :

:

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-4.

2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
3 Indicate separately staff-month rate for each activity separately.

FORM FIN – 4**Miscellaneous Expenses**

(It will include only such expenses which are directly chargeable to the assignment/job)

S. No	Particulars	Unit Rate	Quantity (staff months)/number	Amount
1	Secretarial staff			
2	Office equipment			
3	Preparation of reports deliverables.			
	Total			

Section 5

Terms of Reference

TERMS OF REFERENCE

Background

Department of School Education & Literacy, Ministry of Human Resource Development Government of India in all the States is implementing a Centrally Sponsored Scheme of Sarva Shiksha Abhiyan in the country, w.e.f. 2001 in mission mode for the holistic development of education sector at the elementary level for Universal Elementary Education (UEE) by duly ensuring horizontal and vertical linkages with the active participation of all the stake-holders

SSA was conceptualized and evolved on the experience of the erstwhile programmes viz .Operational Black Board (OBB), Shiksha Karmi Project (SKP) and District Primary Education Programme (DPEP). The National Mission for SSA under the Chairmanship of the Prime Minister was setup vide Resolution dated 2nd January, 2001. The overall goals of SSA include universal access and retention, bridging of gender and social category gaps in education and enhancement of learning levels of children. SSA provides for a variety of interventions, including inter alia, opening of new schools, construction of schools and additional classrooms, toilets and drinking water, provisioning for teachers, periodic teacher training and academic resource support, textbooks and support for learning achievement.

From the year 2010-11, the scheme is being implemented in accordance with the legal framework/provisions of the Right of Children to Free and Compulsory Education (RTE) Act, 2009, which provides for an entitlement of all children between the ages of 6 to 14 years for free and compulsory admission, attendance and completion of elementary education in a neighbourhood school. The framework for implementation of SSA has accordingly been amended in September 2010 to align it with the provisions of the RTE Act, 2009. SSA has been designated as vehicle scheme for meeting the objectives of the RTE Act, 2009.

The Right of Children to Free and Compulsory Education (RTE) Act, 2009 represents the consequential legislation to Article 21A inserted in the Constitution of India through the Constitution(86th Amendment) Act, 2002. Article 21A and the RTE Act, 2009 have become operative with effect from 1st April 2010. Article 21A states that “the State shall provide free and compulsory education to all children of the age of 6 to 14 years in such manner as the State may, by law, determine”

The Act mandates that every child of the age of six to fourteen years shall have the right to free and compulsory elementary education in a neighbourhood school till the completion of his or her elementary education. The RTE Act, 2009 also provides for the:

- (i) It makes provisions for a non-admitted child to be admitted to an age appropriate class.
- (ii) It specifies the duties and responsibilities of appropriate Governments, local authority and parents in providing free and compulsory education, and sharing of financial and other responsibilities between the Central and State Governments.
- (ii) It lays down the norms and standards relating inter alia to Pupil Teacher Ratios (PTRs), buildings and infrastructure, school-working days, teacher-working hours. It provides for rational deployment of teachers by ensuring that the specified pupil teacher ratio is maintained for each school, rather than just as an average for the State or District or Block, thus ensuring that there is no urban-rural imbalance in teacher postings.
- (iv) It also provides for prohibition of deployment of teachers for non-educational work, other than decennial census, elections to local authority, state legislatures and parliament, and disaster relief.
- (v) It provides for appointment of appropriately trained teachers, i.e. teachers with the requisite entry and academic qualifications.
- (vi) It prohibits (a) physical punishment and mental harassment/corporal punishment; (b) screening procedures for admission of children; (c) capitation fee; (d) private tuition by teachers and (e) running of schools without recognition,
- (viii) It provides for development of curriculum in consonance with the values enshrined in the Constitution, and which would ensure the all-round development of the child, building on the child's knowledge, potentiality and talent and making the child free of fear, trauma and anxiety through a system of child friendly and child centre learning.

All the States and Union Territories are covered under the programme. The scheme objectives are to promote the holistic growth of the education sector at the elementary level.

SSA has been in operation effectively for more than 15 Years. It is, therefore, necessary to Evaluate and quantify the impact of scheme, it is, therefore, proposed to conduct the Evaluation Study (ES) of the scheme. Besides, to evaluation of the scheme in terms of increase in various attributable such as enrolment, category-wise enrolment (SC, ST, OBC, Minority and Children with Special Needs), dropout, transition rate, gross enrolment ratio, pupil teacher ratio, availability and maintenance of school infrastructure, teaching and learning outcome etc.

The study will also deal with the overall performance of the programme implementation and indicate that whether the Scheme is being implemented in various States in an effective manner. It will also indicate that whether the provisions and norms of the Scheme are being followed. The findings of the study will inter se analyze the operation and benefit of the Scheme suggest necessary corrective measures to be taken to improve the

implementation in a manner for achieving the ultimate goal Education For All (EFA) and attaining the SDG in the future.

The Government desires to evaluate the intervention and specific effectiveness of the scheme in terms of its objectives besides delivery of services, record keeping, financial performance, effective utilization of grant-in-aid and Administrative expenses, Fund flow mechanism and the Role of TSG in achieving desired objectives and reporting including Financial Management & monitoring systems and institutional capacity building during the operation of the Scheme so far from the beginning and particularly as a vehicle for implementation of the RTE Act, 2009.

Objective

In pursuance of the existing guidelines of Sarva Shiksha Abhiyan (SSA), the services of an eminent “Bidder” (Institutions/Consultant /Agencies) need be outsourced and RFP is for providing services for carrying out Evaluation Study of SSA. The agency shall evaluate

- (i) Design of programme, whether it is appropriate to meet the objectives.
- (ii) Specific deliverables of programme, whether they constitute felt needs of the community.
- (iii) Changes if required in concept and implementation.
- (iv) Is there any overlap of this scheme with any other operating in the field.
- (iv) Actual outreach of benefits as per each intervention may be verified and reported.
- (v) Bottlenecks if any, in proper implementation of the scheme and reasons of underachievement in comparison to the projected outcome (wherever applicable).
- (vi) Whether there is need to continue the scheme in the existing form or changes required in the norms (both Programmatic and Financial) to facilitate in achieving the goals.
- (vii) Whether the scheme is augmenting the Education among out of school children, backward communities and children with special needs and further support in their education.
- (viii) Whether there is any impact of these schemes in decreasing the dropout rates of all categories of children and to support to continue their studies.
- (ix) How to implement and classify the interventions for outcome/Performance based funding for assessing the level/degree of achievement.
- (x) Effectiveness/Utility of the ‘Swachh Vidyalaya’ programme
- (xi) Effective utilization of the Grant in Aid and administrative expenses.
- (xii) Fund flow mechanism
- (xiii) Role of TSG and its utility.

Expected outcome of the study

- (1) Analyze effectiveness of existing administrative and technical set up with the State in the Scheme at the district levels; block/wards, school (all levels)
- (2) Evaluate the efficacy of planning at district, state & national level in terms of its adequacy(Parameters have been given in Annexure -I)
- (3) Analyze adequacy and timeliness of fund flow and delivery mechanism;
- (4) Analyze extent of adherence to intervention specific norms;
- (5) Evaluate the effectiveness of stakeholders involved in delivery of services;
- (6) Evaluate effectiveness of collaboration among line departments at district and state level;
- (7) Assess extent of convergence with other schemes;
- (8) Analyze efficacy of monitoring & reporting mechanism;
- (9) Assess the status, extent & effectiveness of existing institutional building in the states;
- (10) Analyze Intervention specific physical and financial achievements vis-à-vis targets;
- (11) Analyze extent of improvement in enrolment, transition rate, Gross Enrolment Ratio (GER),Dropout rates, People Teacher, Levels of Learning etc.
- (12) Analyze effectiveness of publicity, mass media and information technology in creating awareness of community and till the last mile
- (13) Analyze scope of operational guidelines including cost norms and recommend modification, if any;
- (14) Analyze the improvement in quality of education ever since coming into force of RTE Act,2009 i.e. 01.04.2010.
- (15) Details of physical and financial progress and qualitative and quantitative impact of component-wise interventions for the various activities undertaken under Sarva Shiksha Abhiyan

Keeping in view the broad objectives of “Sarva Shiksha Abhiyan”, the specific objectives of this Evaluation Study are grouped in four major categories:

The study should evaluate physical and financial progress, and determine the qualitative and quantitative impact of various interventions taken up in the Programme

A. ACCESS

1. To assess the extent of access and enrolment of children in the relevant age group and to analyze the reasons thereof including the number of Schools set up etc
2. To study the strategies adopted for mainstreaming the out of school children in to schools.
3. To assess the Gross Enrolment Ratio.
4. To assess the utility of the toilets constructed under Swachh Vidyalaya Programme and whether it has led to increased enrolment of children especially girls.

B. EQUITY (Bridging gender and social category gap)

1. To assess the equity gaps in elementary education with respect to social groups (SC, ST, OBC, and minority community) gender and children with special needs.

C. RETENTION

1. To assess the students' attendance, retention and transition
2. To find out the rate of dropout students and suggest strategies to retain them in schools
3. To assess the extent to which attendance, dropout rate and transition rate of girls, SC, ST and minority community children have been achieved
4. To suggest approaches and strategies for improving attendance, retention and transition rate.

D. QUALITY

- To assess level of PTR, Percentage of appointment of professionally qualified teachers, percentage of Vacancies of teachers, in-service Training of teachers, attendance level of teachers and achievement level of children.
- To find out the percentage of time spent by the teachers on non-teaching jobs.
- To find out if the headmaster, teachers, parents have the knowledge of learning levels of children in different grades.
- To assess if the focused supplementary material for early grade and other grade levels reaches the classes in time.
- To evaluate if the teachers are getting need based and context based in-service training.
- To find out the percentage of headmasters and educational administrators undergoing the leadership training programme.
- To find out percentage of schools and teachers using CCE achievement level of children for getting/providing regular feedback to improve upon teaching pedagogy and updating the parents/guardians.
- To find out percentage of teachers having knowledge of achievement levels of children of their State/district as assessed by the State and National Achievement Survey. Also the number of workshops held by the administrators to discuss the achievement status of children of the region.
- To find the number of States wherein achievement levels of children are being used by the teachers and administrators to improve upon the curriculum, pedagogy and training programme.
- To assess the help provided by the BRC/CRC to the teachers in improving the learning levels of children.
- To assess learning levels of children belonging to different social groups.
- To assess the usage of computer Aided Learning to improve quality of teaching and improving learning outcomes,
- To assess the impact of different interventions on improving quality of learning of children from different social groups.

- E. To Assess the planning process of different levels right from school to national level formulation of School Development Plan (SDP), Annual Work Plan & Budget (AWP&B), State Component plan, Plan appraisal and approval, release of funds.
- F. To assess the level and nature of partnership between central, state and local self government and to examine their role in school management.
- G. To assess the financial aspects of SSA in terms of centre-state contributions, timeliness of transfer of funds, Intervention-wise expenditure incurred, issuance of utilization certificate, Compliance with audit observations etc.
- H. To assess the impact of release of central share to the State/UT treasury (from 2014-15) who in turn release/transfer the central share to the State Implementing Society (SIS).
- I. To assess the convergence of State education department and district education officers with panchayats, community based Organizations and other sectors at school level.
- J. To identify constraints in the implementation of the scheme and suggest remedial measures.
- K. To find out the success achieved in district plans and their implementation as the focus of SSA has been to decentralize planning of education.
- L. To evaluate the effective utilization of the Grant and administrative expenses.
- M. To find out the fund flow mechanism and its utility
- N. To assess the role of TSG in achieving the desired objectives

Other parameters for Evaluation Study

- 1. The assigned study will be based on intensive and extensive sample survey by the concerned official/ members of the Evaluation team and other concerned officials/ State Government representatives through participatory discussions and structured interviews/ questionnaires by visits and personal interviews.
- 2 The study will have to be conducted as per the objectives and methodologies given in the ToR:-

- (i) Main reliance will be on primary data. The primary data should have complete list of Schools entities general background to be covered under Evaluation Study, details like number of students/children, drinking water and toilet facilities, Teacher and Student attendance Electricity, playground Computer Aided Labs (CAL) labs (in Upper Primary), SMC's role audits constitution
- (ii) The agency is expected to study at least number of districts as specified of the districts covered under in each State. The agency is also expected to cover at-least villages/blocks as mentioned of each selected district and to interview at-least 20 beneficiaries student in a

school. The sample should be representative and balanced. Parents, Members of community, Pradhan/Pramukh of village, block, district level and state level concerned functionaries should also be contacted/ interviewed.

(iii) While conducting the field study, standard norms, methodology and the sampling techniques etc. shall be adopted as applicable for such studies so that the samples are the representative of general population/ intended beneficiaries. The sample size should also represent all the section of the Society such as SCs/STs/OBCs/GIRLs/Children with Special Needs so that out-reach of the programme to these sections is also reflected in the study/report.

(iv) The Ministry of HRD (Department of School Education and Literacy) reserves the right to call for any data collected by the agency, in raw or in any other form e.g. in a floppy for verification with ground realities. Such data will be made available by the agency concerned within seven days as and when called for, failing for which last installment of payment would not be released. Data collected for evaluation studies and the facts/conclusion report of the studies will not be published or made public to any other agency.

(v) Data collection from primary and secondary sources, its processing and preparation of report shall be the responsibility of the agency.

(vi) The Department of School Education and Literacy (D/o SE&L) will designate a contact-cum coordinating officer for the study with whom the agency may have consultations regarding any of the aspects of evaluation studies containing methodological aspects etc for the study.

(vii) The Department would reserve the right to cancel the assignment of the study having regard to the quality of the Draft Reports or non-compliance of conditions etc.

(viii) Agency will also furnish the utilization and audit certificates duly signed by competent authority immediately after the completion of work to the, Department of School Education and Literacy, Ministry of HRD.

(ix) Agency will guarantee that the assigned work would be original work and will not infringe on the copy right of any other person(s) agency.

(x) The Agency will keep the Ministry of HRD apprised with developments and progress of the work relating to the study so as to enable the Ministry to depute its officers to verify the reported activities including investigation work.

(xi) Agency having prepared and delivered, the completed typed/ soft copy of the assigned work to the Bureau Head of Sarva Shiksha Abhiyan examining and having decided to undertake its publications, it shall print, produce, publish and distribute the Report at its own

cost and expenses in such a manner and style as the Department may at its discretion deem fit. The aforesaid work will be the property of the Government of India (Department of School Education and Literacy) and all the copy rights will vest in it.

(xi) If any question, difference or dispute shall arise, between the agency and the Department relating to this agreement or any matter arising there of or incidental thereto, the matter shall be referred to the sole authority i.e. Joint Secretary, SSA in the Department of School Education & Literacy and the award given by him/her shall be final and binding on both parties.

Methodology

Present evaluation study will have the criteria as mentioned under specific objectives. It will be desk study as well as field study. Desk part of the study will be DISE data and National and State Achievement survey Reports, JRM Reports, MIs reports and research studies. The field part will be sample based. A sample of States, districts, blocks, villages, schools, students, households, teachers and parents will be selected as per the process given over here. There will be focused group discussion to find out the underlying issues with respect to SSA goals. The survey/interview and other tools of obtaining information from the schools, teachers, students, SMC, parents, districts and State authorities etc. to be carried out on table/mobile based application.

Sampling Method

A multistage stratified sampling will be followed with different stratifying parameters for selection of sample units for different levels.

Criteria for selection of samples

a. Selection of States

As it is exhaustive study, the States have been classified on the basis of location of states in five zones i.e. North, West, East, South and North East. Two UTs (one UT without legislature from North Zone and one UT with Legislature from South Zone) form part of the total sample States.

b. Selection of Districts

From each State five districts will be selected. While selecting the districts at least one district will be with highest literacy rate and the other with lower literacy rate. Efforts will be made that in the sample districts, one will be SFD district.

c. Selection of Blocks/Wards

From each district, five blocks/wards will be selected with higher and lower literacy rate on simple random basis ensuring that they are not adjacent to each other.

d. Selection of Schools

From each selected block/wards, five schools will be selected based on the availability of standalone primary school and the combined primary and upper primary schools. All the existing schools belonging to different category of schools covered under SSA i.e. Govt., Govt. aided and Local bodies centre will be selected.

e. Selection of Students

From each school, 20 students (10 boys and 10 girls) will be randomly selected. The sample students will include at least three SC, three ST, three OBC and three from minority community. In case of non-availability of any of these categories, the substitute will be taken from the other category.

f. Selection of Households

In each school ten households having children in the age group of 6-14 years will be selected through snowball sampling.

g. Selection of Teachers

From each school, two teachers will be selected (one male and other female) to canvass the teacher level schedule.

h. Sample size and selection of urban/ward samples

For selection of urban samples, from each district with highest slum population will be selected and the other ward with normal population will be selected.

i. Selection of Parents

From each school, 2 parents/guardians will be selected comprising equal number of males and females.

j. Selection of Focus Groups

From each sample village one Focus Group Discussion will be organized consisting of parents (8-10 persons) each belonging to (a) SC and/or ST (Depending upon their

availability and concentration),(b)Non-SC\ST(c) parents of out of school children and dropouts and other knowledgeable persons of the village.

Tables- Sample Size

Table.2

Sr. No.	Category	Sample No	Remarks
1.	Zones	5	North (Zone-1), South (Zone-2), East (Zone-3), West ((Zone-4) & North East Zones (Zone-5)
2.	States	15	North (Zone-1) - UP, Punjab, J&K South (Zone-2) -Tamil Nadu, Andhra Pradesh, Karnataka. East (Zone-3) - Bihar, West Bengal, Odisha West (Zone-4) - Maharashtra, Madhya Pradesh, Rajasthan North East (Zone-5) -Assam, Meghalaya, Sikkim
3.	Districts	75	@ 5 Districts per State
4.	Blocks	375	@ 5 Blocks/wards per District
5.	Schools	1875	@ 5 Schools per Blocks/wards
6.	Students	37500	@ 20 Students per Schools
7.	Teachers	3750	@ 2 teachers per schools
8.	Parents	3750	@ 2 parents per schools

Table.3

Sr. No.	Category	Sample No	Remarks
1.	UTs	2	North (Zone-6)- Chandigarh (UT without Legislature) South (Zone-7)-Puducherry (UT with Legislature)
2.	Districts	2	@ 1 District per UT
3.	Wards	40	@ 20 Wards per District
4.	Schools	200	@ 5 Schools per Wards
5.	Students	4000	@ 20 Students per Schools
6.	Teachers	400	@ 2 teachers per schools
7.	Parents	400	@ 2 parents per schools

Structured questionnaires will be prepared at various levels to generate primary and secondary information. The following instruments will be used for collection of quantitative and qualitative information.

1. State Level Schedule (SLS)
2. Interview Schedule for SPDs and State Education Secretaries (ES)
3. District Level Schedule (DLS)
4. Block Level Schedule (BLS)\ Town Level Schedule (TLS)
5. School Level Schedules (SLS)
6. Student Level Schedules (CLS)

7. Observation based check list at school level (OBCL)
8. Household \ Dwelling Level Schedule (HLS\ DwLS)
9. Focus Group Discussions at Village level.

Time Schedule

1. A draft report would be submitted within two months of the date of signing of agreement **but not later than 10th September, 2017.**
2. The major findings of the draft report should be shared with the State Implementing Agency and MHRD.
3. Feedback from the agency/State/MHRD should be taken into account by the Consultant in the final report in a substantive manner and for the record.
4. Agencies/States/MHRD will be required to provide written response within 15 days of receipt of draft report.
5. The consultant will submit the final report within three months of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report.
6. Eight hard copies along with soft copy of the Final Review Report shall be submitted to the Authority within a period of three months from the date of signing of agreement.

Review of the Report

A Committee of the Department constituted for the purpose, after the lapse of 2 months of the contract, assigned will conduct a mid-term review of work/Job carried out by the consultant with respect to the following

- a. Objectives being followed
- b. Process of data collection
- c. Following the sampling process
- d. Methodology followed to analyze the data
- e. Pace of work being carried out by the consultant
- f. Future plan of action so that task is completed on time
- g. Draw guidelines ways to improve upon

The same Committee will also review the final report on submission with respect to the objectives of the Study and the Expected outcomes.

Section 6- STANDARD FORM OF CONTRACT

Contents

I.	Form of Contract	45
II.	General Conditions of Contract	47
1.	General Provisions	47
2.	Commencement, Completion, Modification and Termination of Contract	49
3.	Obligations of the Consultant	53
4.	Consultants' Personnel	56
5.	Obligations of the Employer	57
6.	Payments to the Consultant	58
7.	Fairness and Good Faith	59
8.	Settlement of Disputes	60
9.	Liquidated Damages	61
10.	Miscellaneous Provisions	61
III.	Special Conditions of Contract	63
IV.	Appendices	67
	Appendix A – Description of Services	68
	Appendix B - Reporting Requirements	68
	Appendix C - Staffing Schedule	68
	Appendix D - Cost Estimates in Foreign Currency	68
	Appendix E - Duties of the Employer	68

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of ----, Department of --

----, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated____ issued by the Employer ;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

In presence of

- 1. For and on behalf of the President of India[name of “Employer”]

(Witnesses)

(i)

[Authorized Representative]

(ii)

- 2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

[Authorized Representative]

(ii)

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

- 3. For and on behalf of each of the Members of the Consultant.

[name of member]

[Authorized Representative]

- 4.[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof.
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (p) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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 (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (vi) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (vii) If, 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 sixty (60) days.
- (viii) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, 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 sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 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 equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i)hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain insurance, at their own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring "Employer's Prior Approval": The Consultant shall obtain the "Employer's prior approval in writing before making any change or addition to the Personnel listed in Appendix C.

3.7 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. CONSULTANTS' PERSONNEL

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where

payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Personnel listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and/or Replacement of Personnel: (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

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

(d) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in

order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 6.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment: The final payment as specified in SC 6 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, such dispute regarding any matter under contract will be decided by the employer. The jurisdiction of the court of law will be within Delhi. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of the contracted party, if the employer suffers losses/damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as a reasonable estimate of the damages. The employer is not liable to pay any of the damages as mentioned hereunder or anywhere in the agreement, as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in **Appendix-D**.

10. Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.

11. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1.“Employer” : Attention : Facsimile :</p> <p>2. Consultant : Attention : Facsimile :</p>
2.	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3.	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”:</p> <p>For the Consultant:</p>
4.	2.1	<p>The effectiveness conditions are the following:</p> <p>Selected organization/agency to provide Performance Security of 10% to the Employer (Authority) within 7 (seven) days from the date of receipt of Letter of Intent.</p>
5.	2.2	<p>Total time period shall be 3 months for completion of study and submission of draft report and final report to the employer/accepting authority from the date of signing of the contract.</p>
6.		<p>Schedule of Payment</p> <p>The schedule of payment will be as under:</p> <p>A. First installment of 40% after finalization of contract agreement on the receipt of performance security of 10% within the prescribed time limit.</p> <p>B. Second installment of 30% of the total cost on submission of 10 copies of draft report.</p>

		<p>C. Third 30% of the approved total cost of the assignment as final installment on submission and acceptance of the final report by the employer/authority.</p> <ul style="list-style-type: none"> (i) TDS as applicable will be deducted against all payments made against the total value of the contract. (ii) Service tax applicable will be deducted at the time of payment of each installment. (iii) All the payment will be made by RTGS/NEFT for which the organization/agency will provide requisite details in the prescribed mandate form. <p>All these payments will be released by PAO, MHRD, Shastri Bhavan, New Delhi.</p>
7.	6.1 (b)	The ceiling in local currency is: [insert amount and currency]
8.		The Arbitration proceeding shall take place in Delhi/New Delhi in India.

Binding signature of Employer Signed by _____
 (for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
 (for and on behalf of _____ duly
 authorized vide Resolution No_____
 dated _____ of the Board of Directors of
 _____)

In the presence of (Witnesses)

- 1.
- 2.

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include the agreed staffing schedule)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).

APPENDIX-F
MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAIL OF ACCOUNT HOLDER:

OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSCCODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date :

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Branch is presently not “RTGS enabled” then upon its up-gradation to “RTGS Enabled” branch. Please submit the information again in the above proforma to the Department at earliest.

APPENDIX-G

PERFORMANCE SECURITY (Refer clause 2.1 of GC of the Contract)

The Secretary
Department of School Education & Literacy
Ministry of Human Resource Development,
Government of India

WHEREAS:

- (A)(the “**Consultant**”) and the Secretary, Department of School Education Literacy, Ministry of Human Resource Development, Government of India (the “**Authority**”) have entered into a Contract dated(the “**Contract**”) whereby the Authority has agreed to the Consultant undertaking the review/evaluation of the Sarva Shiksha Abhiyan, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Consultant 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 Contract Period (as defined in the Agreement) and for a period of 60 days beyond 4 (four) months from the Effective Date(as defined in the Agreement).
- (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: **PERFORMANCE SECURITY**

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 Consultant’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 Consultant, 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 Consultant 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 Consultant is in default in due and faithful

performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 fulfillment, compliance and/or performance of all or any of the obligations of the Consultant 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. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant 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 thisday of, 20at

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

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

APPENDIX-H

Instructions of Online Bid submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal fore Procurement at <http://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder the logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date &time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System

Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.

- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallelly for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to –cppp-nic@nic.in.

Bank Guarantee for Earnest Money Deposit
(Refer Clauses 12.1 of Section-2, Part I of RFP)

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 (a trust/society/company) 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 Review/Evaluation of the Sarva Shiksha Abhiyan (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract 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 in terms of Clause 12.1 and 12.2 of Section-2, Part I of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 2,00,000 (Rupees two lakh 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 fulfill 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. 2, 00,000 (Rupees two lakh only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date 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 fulfillment 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 fulfillment 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. 37

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 authorized 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 unrealized.

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 authorized 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. 2 lakh (Rupees two lakh 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 16.8.2017.

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)
(Official Seal)