



REQUEST FOR PROPOSAL

RfP No:116/C1/SMS/EMIS/2022

Selection of firms for providing SMS/ Whatsapp/ Voice Services under Samagra Shiksha

Department of School Education,
Government of Tamil Nadu

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Issued on: February 2022

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LETTER OF INVITATION

State Project Director,
Samagra Shiksha Office,
DPI Campus, College Road,
Chennai, Tamil Nadu 600006

Date: 28 February 2022

RfP Reference: 116/C1/SMS/EMIS/2022

Assignment Title: Selection of firms for providing SMS/ Whatsapp/ Voice Services under Tamil Nadu State Mission of Education for All - Samagra Shiksha (TANSMEA – SS under the Tamil Nadu Societies Act, 1975).

The Samagra Shiksha, School Education Department, Government of Tamil Nadu (hereinafter referred as “Authority”) has been implementing - this Integrated Scheme for School Education to ensure inclusive and equitable quality education from class 1st -12th Standard.

As a part of this initiative, the Authority invites eligible firms and/ or organizations to indicate their interest in providing their services for providing SMS services for stakeholders in the State Government schools to improve school functioning and thereby increase the standard of education in the schools.

The details of the scope of services to be provided are mentioned in the Terms of Reference (ToR).

The RfP comprises the following 4 sections:

Section 1: Instruction to Bidder and Data Sheet
Section 2: Technical Proposal – Standard Forms
Section 3: Financial Proposal – Standard Forms
Section 4: Terms of Reference
Appendixes & Annexures

Thanking you,
Yours Sincerely,

State Project Director,
Samagra Shiksha,
Department of School Education,
Government of Tamil Nadu

Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and the Authority can't consider the business/investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RfP document.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the consultancy.
8. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Instructions to Bidders (ITB) and Data Sheet

A. GENERAL PROVISIONS

1. Definitions	<p>(a) “Applicable Guidelines” means the policies of GoTN governing the selection and Contract award process as outlined in this RfP.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) “Authority” means Tender inviting authority i.e., the concerned Additional State Project Director-1, Samagra Siksha, Government of Tamil Nadu.</p> <p>(d) “Bidder” means an individual firm.</p> <p>(e) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Authority under the Contract.</p> <p>(f) “Contract” means a legally binding written agreement signed between the Authority and the successful Bidder and includes all additional documents as may be specified by the Authority.</p> <p>(g) “Data Sheet” means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(h) “Day” means a calendar day.</p> <p>(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other person of the Consultant.</p> <p>(j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract.</p> <p>(k) “Non-Key Expert(s)” means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(l) “Government” means the Government of Tamil Nadu (GoTN).</p> <p>(m) “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p>
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	<p>(n) “ITB” (this Section 2 of the RfP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(o) “Proposal” means the Technical Proposal of the Consultant.</p> <p>(p) “RfP” means this Request for Proposal prepared by the Authority for the selection of consultants.</p> <p>(q) “Services” means the work to be performed by the Consultant under the Contract.</p> <p>(r) “Tender Accepting Authority” shall mean the State Project Director, Samagra Siksha.</p> <p>(s) “ToR” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected outcomes.</p>
<p>2. Introduction</p>	<p>2.1 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the services required for the Assignment named in the Data Sheet. The Proposals will be the basis for contract negotiations and the signing of a contract with the selected Firms.</p> <p>2.2 Authority will select a Firm among those whose proposals are accepted, under the evaluation criteria and selection methodology indicated in Section 4.</p> <p>2.3 Notwithstanding anything contained in this RfP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the above clause, the Authority reserves the right to reject any Proposal if:</p> <p>2.3.1 At any time, a material misrepresentation is made or discovered, or</p> <p>2.3.2 The Firm does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.</p> <p>2.4 Misrepresentation by improper response /by delay or non-submission of supplemental information required from the firm may lead to the disqualification of the Firms. The firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation, visits</p>

	<p>to the Authority, if any, etc. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the process. Firms may not associate with other firms/organizations in the form of a joint venture or a sub- consultancy arrangement to enhance their qualifications.</p> <p>2.5 Participating Firms who wish to bid must fulfill the pre-requisites for pre-qualification as shown in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Bidder is required to provide services, at all times holding the Authority’s interest paramount, strictly avoiding conflicts with other assignments or its corporate interests and acting without any consideration for future work as per the Integrity and Avoidance of Conflict of Interest Pact as per Appendix IV to this RfP.</p> <p>3.2 The Bidder should disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting projects</p>	<p>(i) <u>Conflict among projects</u>: A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Bidder for the same or another Client.</p>
<p>b. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Authority’s staff</u>: a Bidder (including its Experts) that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Authority throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the Data Sheet and make available to all Bidders together with this</p>

	<p>RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.</p> <p>If a self-declaration to this effect is found to be false, it may lead to the disqualification of the Bidder or the termination of the contract and/ to sanctions by the Authority at the sole discretion of the Authority.</p>
5. Corrupt and Fraudulent Practices	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by certified auditors appointed by the Authority.</p>
6. Eligibility	<p>6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ debarred by the Government of India/ Tamil Nadu/ other State Governments in India or undertakings/ entities under/ owned by these Governments.</p> <p>6.2 Furthermore, it is the Bidder’s responsibility to ensure that its Experts (declared or not), and/ or their employees meet the eligibility requirements as established in this document.</p>
	<p>6.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Authority.</p> <p>To establish eligibility, the Government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the Government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or can exercise influence or control over it.</p>
	<p>6.4 Serving Government officials and civil servants in India are not eligible to be included as Experts in the Bidder’s Proposal unless such engagement does not conflict with</p>

	<p>any of the provisions of this engagement or employment or other laws, regulations, or policies of India.</p> <p>6.5 The eligibility criteria will be as per Clause 6.5 on Page. 26.</p>
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B. PREPARATION OF PROPOSALS

7. General Considerations	In preparing the Proposal, the Bidder is expected to examine the RfP in detail. Material deficiencies in providing the information requested in the RfP may result in the rejection of the Proposal.
8. Cost of Preparation of Proposal	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time before Contract award, without thereby incurring any liability to the Bidder.
9. Language	The Proposal, as well as all correspondence and documents relating to the Proposal, exchanged between the Bidder and the Authority shall be written in the language specified in the Data Sheet .
10. Documents Comprising the Proposal	The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Earnest Money Deposit	<p>11.1 Every Bidder participating in the bidding process must furnish the required Earnest Money Deposit (EMD) as specified in the Request for Proposal. Bids received without the specified Earnest Money Deposit shall be summarily rejected.</p> <p>11.2 Form of EMD: The EMD will be paid either through NEFT or through Demand Draft (DD) from the Bidder's branch or online through NEFT and a scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer will have to be submitted as per template provided in Appendix IA in the technical proposal.</p> <p>Other details required to be furnished by the Bidder as part of Appendix IA of the RfP for EMD are as below:</p> <ul style="list-style-type: none"> • Proof of EMD paid: scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer or original copy of DD. • The details given in the following format typed against purpose/ comments/ subject: Samagra Shiksha-EMD-Bidder name.

	<ul style="list-style-type: none"> • Bidder's Bank details: <ul style="list-style-type: none"> Bank name: IFSC code: Bank Account Name: Bank Account number: Transaction Reference number: <p>11.3 The EMD amount shall be paid to the bank account mentioned in this document with the purpose/ subject/ comments as Samagra Shiksha-EMD-Bidder name.</p> <p>11.4 The Bidder may go to their branch and provide the account details of the Authority given in the paragraph above. The branch will do the NEFT transaction and provide the transaction reference number which has to be mentioned in the response AND copy of the transaction challan from the bank has to be scanned and attached along with the application.</p> <p>11.5 NEFT from account online: The Bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments "Samagra Shiksha-EMD-Bidder name" should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of transaction receipt should be attached along with the response.</p> <p>11.6 In the case of the EMD being a DD, a DD from a scheduled Indian Bank in favour of "Tamil Nadu State Mission of Education for All - Samagra Shiksha", payable at Chennai, for each component as shown in the Data Sheet will be required to be submitted by each firm along with the technical proposal. The EMD amount should be the exact amount and there should be no excess or less amount.</p> <p>11.7 Earnest Money Deposits of firms shall be returned, without any interest, within three months after signing the contract with the selected Firm or when the selection process is cancelled by the Authority.</p> <p>11.8 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet.</p> <p>11.9 Refund of EMD: The EMD of unsuccessful Bidders shall be refunded within 60 days after final acceptance of bid and signing of a contract with the successful Bidder.</p> <p>11.10 EMD of Successful Bidder: EMD of the successful Bidder may be adjusted against their Performance Bank</p>
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	<p>Guarantee (PBG) amount or returned to the successful Bidder upon receipt of full PBG.</p> <p>11.11 Forfeiture of EMD: The EMD taken from the Bidder shall be forfeited in the following cases: -</p> <ul style="list-style-type: none"> - When the Bidder withdraws or modifies his bid proposal after the opening of bids. - When the Bidder does not execute the agreement after placement of order within the specified time. - When the Bidder does not deposit the Performance Guarantee in the form of a Bank Guarantee after the work order is placed.
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Bidder shall maintain its original Proposal and the financial proposal without any change.</p> <p>12.3 If it is established that any Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
a. Extension of Validity Period	<p>12.4 The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals before the submission deadline to extend the Proposal's validity.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
13. Clarification and Amendment of RfP	<p>13.1 At any time before the submission of Proposals, the Authority may, for any reason, whether on its initiative or in response to a clarification requested by any firm, modify the RfP documents by issuing an Addendum/ Corrigendum. Addendum/ Corrigendum shall be sent only by email or shall be uploaded on the Authority's website.</p>

	<p>13.2 Authority may at its sole discretion extend the deadline for the submission of Proposals by issuing an Addendum/ Corrigendum.</p> <p>13.3 Firms may request clarification(s) on any item of the RfP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent by electronic mail (email) indicated in the Data Sheet. Authority will respond only by email to such requests and/or will upload the response on The Authority office's website - https://www.tnschools.gov.in (including an explanation of the query but without identifying the source of inquiry).</p> <p>13.4 All Firms are requested to browse the official website & any amendments/ corrigendum/ modification will be notified on our website only and such modification will be binding on them.</p> <p>13.5 To allow service providers reasonable time to take the amendment into account in preparing their bids, Authority at its discretion may extend the deadline for the submission of bids.</p>
<p>14. Technical Proposal Format and Content</p>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 2 of the RfP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP. It shall list all costs associated with the assignment.</p>
<p>15. Pre-Bid Meeting</p>	<p>Queries raised by the service providers will be clarified during the pre-bid meeting and/or will be communicated by email to all those who have sent their queries regarding the RfP, by email. Firms are requested to send their pre-bid queries to the email id at least four days before the pre-bid meeting. The pre-bid meeting details are provided in the Data Sheet.</p>

C. PREPARATION, SUBMISSION, OPENING AND EVALUATION

<p>16. Preparation of Proposal</p>	<p>16.1 The Proposal shall contain no interlineation or overwriting, except as necessary to correct errors made by the Applicant itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposal.</p>
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	<p>16.2 The Authorised Representative of the Firm should sign all pages of Technical and Financial proposals. The Authorised Representative's authorisation should be confirmed by a written power of attorney or equivalent document by the competent authority accompanying the Proposal.</p> <p>16.3 Technical Proposal:</p> <ul style="list-style-type: none">a) In preparing the Technical Proposal, Firms are expected to examine the documents comprising this RfP in detail. Material deficiencies in providing the information requested may result in the rejection of the proposal.b) Technical proposals should follow the prescribed Standard Forms provided in Section 2.c) The Technical Proposal shall not include any Financial Proposal.d) Bidders will be invited to make an in-person presentation of their Technical proposal. Financial proposals will be opened after all Bidders have presented their technical proposals. <p>16.4 Financial Proposal</p> <ul style="list-style-type: none">a) In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions of the RfP documents. The Financial Proposal should follow Standard Forms provided in Section 3.b) Service Providers must express the price of their services in Indian Rupees. <p>16.5 Wherever a specific form is prescribed in the Bid document, the Firm shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection. For all other cases, firms shall design a form to hold the required information</p> <p>16.6 Modification/ Withdrawal of the Bid:</p> <ul style="list-style-type: none">a) The firm may modify or withdraw its bid before the due date of bid submission.b) No Bid may be modified after the deadline for submission of bids.
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	<p>c) No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the firm on the bid letter form. Withdrawal of a Bid during this interval may result in the firm's forfeiture of its Bid security.</p>
<p>17. Submission of Proposals</p>	<p>17.1 The proposal, its contents and all correspondence and documents shall be in English.</p> <p>17.2 The proposals shall remain valid for 120 days from the last date of bid submission.</p> <p>17.3 The completed Proposal must be delivered at the submission address on or before the Bid Due Date (BDD). No Proposal shall be accepted after the closing time of Proposals.</p> <p>17.4 The fee should be quoted in the financial bid only, in case found in the Technical bid that will be rejected.</p> <p>17.5 Before the evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RfP at each evaluation stage. the Authority may, at its sole discretion, reject any Proposal that is not responsive hereunder. The Authority reserves all rights to accept or reject any proposal without assigning any reason.</p> <p>17.6 The Firm shall submit two (2) copies of the Technical Proposal (one original and one copy) and one copy of the Financial Proposal. The Technical and Financial Proposals must necessarily be 'Hard Bound' separately and all pages serially-numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it will not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy of the technical proposal, the contents as per the original will only be considered.</p> <p>17.7 Submission Address:</p> <p style="padding-left: 40px;">State Project Director Samagra Shiksha, DPI Campus, College Road, Chennai, Tamil Nadu 600006</p>

	<p>17.8 Proposal Submission:</p> <table border="1" data-bbox="513 289 1416 575"> <thead> <tr> <th data-bbox="513 289 721 327">Envelop</th> <th data-bbox="721 289 1195 327">Contents</th> <th data-bbox="1195 289 1416 327">Forms</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 327 721 432">Pre-qualification Envelope</td> <td data-bbox="721 327 1195 432">Signed copy of the Request for Proposal (RfP) and EMD (Separately sealed envelope)</td> <td data-bbox="1195 327 1416 432">Appendix 1/1A Pre-Qual 1.</td> </tr> <tr> <td data-bbox="513 432 721 575" rowspan="2">RfP Envelope</td> <td data-bbox="721 432 1195 506">Technical Proposal (Separately sealed envelope)</td> <td data-bbox="1195 432 1416 506">Tech Form 1,2,3,4</td> </tr> <tr> <td data-bbox="721 506 1195 575">Financial proposal (Separately sealed envelope)</td> <td data-bbox="1195 506 1416 575">Financial Form 1,2</td> </tr> </tbody> </table> <p>17.9 After the Proposal submission until the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison, or contract award decisions may result in the rejection of the firm's proposal.</p>	Envelop	Contents	Forms	Pre-qualification Envelope	Signed copy of the Request for Proposal (RfP) and EMD (Separately sealed envelope)	Appendix 1/1A Pre-Qual 1.	RfP Envelope	Technical Proposal (Separately sealed envelope)	Tech Form 1,2,3,4	Financial proposal (Separately sealed envelope)	Financial Form 1,2
Envelop	Contents	Forms										
Pre-qualification Envelope	Signed copy of the Request for Proposal (RfP) and EMD (Separately sealed envelope)	Appendix 1/1A Pre-Qual 1.										
RfP Envelope	Technical Proposal (Separately sealed envelope)	Tech Form 1,2,3,4										
	Financial proposal (Separately sealed envelope)	Financial Form 1,2										
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such Bidders may be subject to the application of the prevailing Authority's sanctions/ penal procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if any Bidder wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p>											
19. Withdrawal of Bid	<p>The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received on the e-bid portal before the BDD and time. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD and time.</p>											

<p>20. Opening of Technical Proposals</p>	<p>20.1 The Authority’s Evaluation Committee shall conduct the opening of the Technical Proposals in the presence of the Bidders’ authorized representatives who choose to attend (electronically or in-person). The opening date, time and address are stated in the Data Sheet.</p> <p>20.2 At the opening of the Technical Proposals, the following shall be made known: (i) the name of the Bidder and/ or the name of the lead member and the names of all members; (ii) whether there are any modifications to the Proposal submitted before the proposal submission deadline and, (iii) any other details as maybe required.</p>
<p>21. Proposals Evaluation</p>	<p>The Bidder is not permitted to alter or modify its Proposal in any way after the BDD and time. While evaluating the Proposals, the Authority will conduct the evaluation solely based on the submitted Technical Proposals, initially.</p>
<p>22. Evaluation of Technical Proposals</p>	<p>22.1 The Authority’s Evaluation Committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RfP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Terms or Reference. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.</p> <p>22.2 The shortlisted Bidders will be contacted for document verification with originals wherever required, based on which the qualified Bidders will be invited for making a presentation before the Authority.</p> <p>22.3 The bid process will be taken forward even if only one bid is received in response to this RfP.</p> <p>22.4 The Authority shall award marks to each of the qualified Bidders for their presentation and also reconfirm marks already awarded in the technical scores based on the expertise of the experts whose CVs were included in the Technical Proposal.</p> <p>22.5 The presentations can be made physically or electronically; the Authority will intimate the Bidders closer to the presentation date.</p>
<p>23. Financial Proposal and overall evaluation</p>	<p>23.1 The Authority’s Evaluation Committee shall open the Financial quotations only for those Bidders who are ‘Technically Qualified’ based on the scores given by the Authority.</p>

	23.2 The overall score of the Bidders will be a weighted average of their technical and financial scores as per the criteria specified in the Terms of Reference.
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D. NEGOTIATIONS AND AWARD

24. Negotiations	24.1 The negotiations will be held after the Authority evaluates the proposals of the prospective Bidders, with the successful Bidder’s representative(s) who must have a written power of attorney to negotiate and sign a Contract on behalf of the Bidder. The physical presence of all concerned during negotiations is preferred.
	24.2 The Authority shall prepare the contract based on these negotiations. There shall be no separate minutes for negotiations.
a. Availability of Key Experts	24.3 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts’ availability may result in the rejection of the Bidder’s Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Bidder. In the same way, the Authority can proceed to the next-ranked Bidder, if needed.
	24.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	24.5 The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Authority’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract.
25. Conclusion of Negotiations	25.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Authority and the Bidder’s authorized representative.

	<p>25.2 If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so. The Authority will invite the next-ranked Bidder to negotiate the Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier negotiations.</p> <p>25.3 Once a basic agreement is reached by the Authority and the successful Bidder, the communication will be issued by the Authority to the Bidder that the Bidder has emerged successful or has been selected.</p> <p>25.4 Then the work order will be issued, after which work can commence.</p>
<p>26. Award of Contract</p>	<p>26.1 After signing the contract with the Authority, the selected Bidder shall submit Performance Bank Guarantee within 15 days of intimation from the Authority.</p> <p>26.2 The Authority shall then issue the letter of award to the selected Bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants and take steps to return the EMD.</p> <p>26.3 The Firm is expected to commence the assignment on the date of communication of the successful Bidder and the issue of the work order and not wait for the signing of the contract.</p> <p>26.4 In case negotiations fail after the commencement of work, the payment for the work done will be made pro-rata as per the payment schedule specified.</p>
<p>27. Performance Guarantee [PG]</p>	<p>27.1 Within 15 days from the date of signing of the contract, the successful Consultant company/ firm/ lead Bidder shall furnish the Performance Guarantee of an amount equal to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.</p> <p>27.2 The selected Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months and be kept renewed and live during the entire duration of the work order.</p>

	<p>27.3 Refund of PG: The PG shall be refunded within 3 months from the date of successful completion of the assignment as evidenced from the date of last payment effected.</p> <p>27.4 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> - When any terms and condition of the contract is breached. - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the work order.
<p>28. Liquidated Damages</p>	<p>28.1 The time specified for delivery in the RfP shall be deemed to be the essence of the contract and the selected Bidder shall arrange services within the specified period.</p> <p>28.2 The selected Bidder shall request in writing to the Authority giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before the expiry of the stipulated period of delivery of service after which such request shall not be entertained.</p> <p>28.3 The Authority shall examine the justification of causes of hindrance in the delivery of service and the period of delay that occurred due to that and grant extension with or without liquidated damages. If the Authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service.</p> <p>28.4 It shall be at the discretion of the Authority to accept or not to accept the supply of services rendered by the Consultant after the expiry of the stipulated delivery period if no formal extension in the delivery period has been applied and granted. The Authority shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of services is not accepted, the payments may also be affected.</p>

	<p>28.5 The delivery period may be extended if the delay is on account of hindrances beyond the control of the Bidder.</p> <p>28.6 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage, or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability, or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p> <p>28.7 Extension of time about which the Authority has not responded in the negative may be taken for granted if the Consultant can prove that the Authority was made aware of such extension request.</p>
29. Penalty Clause	The successful Bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except as approved, in advance, by the Authority in writing shall attract a penalty as per section E2.

E. OTHER TERMS AND CONDITIONS

30. Interpretation	<p>30.1 Entire Agreement: The Contract constitutes the entire agreement between the Authority and the Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made before the date of Contract.</p> <p>30.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the Authority.</p> <p>30.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
31. Governing Law	The Contract shall be governed by and interpreted under the laws of the Tamil Nadu State / the Country (India) and the jurisdiction of Madras High Court.

<p>32. Force Majeure</p>	<p>32.1 Definition - For this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent’s employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>32.2 No breach of Agreement - The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far 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 intending to carry out the terms and conditions of this Agreement. The Consultant shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of the Force Majeure.</p> <p>32.3 Measures to be taken</p> <ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such
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	<p>event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <ul style="list-style-type: none"> • The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. <p>32.4 Extension of time - Any period within which a Party shall, according to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.</p> <p>32.5 Consultation - Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other to agree on appropriate measures to be taken in the circumstances.</p>
<p>33. Change Order and Contract Amendments</p>	<p>33.1 The Authority may at any time order the selected Bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected Bidder.</p> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Bidder's receipt of the Authority's order. The rate contract enclosed in the Section 3 Form 2 will be used to calculate the cost of the additional work/ change request. This is subject to the same overall price applying to the same output overall as far as possible.</p>
<p>34. Termination Clauses</p>	<p>34.1 Termination for default - The Authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected Bidder to rectify the breach):</p> <ul style="list-style-type: none"> • If the selected Bidder fails to deliver any or all quantities of the service within the period specified in

	<p>the contract, or any extension thereof granted by the Authority; or</p> <ul style="list-style-type: none"> • If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or • If the selected Bidder, in the judgment of the Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract or in breach of the Integrity and Avoidance of Conflict-of-Interest Pact. • If the selected Bidder commits a breach of any condition of the contract. • If the Authority terminates the contract in whole or in part, the amount of Performance Guarantee shall be forfeited. <p>34.2 Termination for Insolvency - The Authority may at any time terminate the Contract by giving written notice of at least 30 days to the selected Bidder if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p> <p>34.3 Termination for Convenience - The Authority, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such a case, the Authority will pay for all the pending invoices as well as the work done till that date by the Consultant.</p> <p>34.4 Termination by the Authority - The Authority may, by not less than thirty (30) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Consultant fails to comply with any final decision reached as a result of arbitration proceedings or • The Consultant submits to the Authority a statement which has a material effect on the rights, obligations,
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	<p>or interests of the Authority and which the Consultant knows to be false</p> <ul style="list-style-type: none"> • Any document, information, data, or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect, or misleading; or • As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than 30 days. <p>34.5 Termination by Consultant - The Consultant may, by not less than three (03) month written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Authority is in material breach of its obligations under this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Authority of the Consultant’s notice specifying such breach. • As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than sixty (60) days. • The Authority fails to comply with any final decision reached as a result of arbitration. <p>34.6 Payment upon Termination - Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by the Authority to the Consultant within 60 days of the contract termination.</p> <p>34.7 Suspension - The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>34.8 Cessation of rights and obligations - Upon termination of this Agreement or expiration of this</p>
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	<p>Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> • such rights and obligations as may have accrued on the date of termination or expiration. • the obligation of confidentiality outlined in RfP.
35. Cessation of Services	<p>35.1 Upon termination of this Agreement by notice of either Party to the other 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.</p> <p>35.2 In case of termination of the agreement by the Authority, it may appoint another consultant from amongst the remaining shortlisted Bidders during the proposal validity for the completion of the work.</p>
36. Disputes Resolution	<p>36.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will decide within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>36.2 Arbitration - In case the dispute is not resolved, any party may issue a notice of the reference, invoking resolution of disputes through arbitration under the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of the reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the</p>

	<p>award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and the following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.</p>
<p>37. Disqualification</p>	<p>37.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> • Not submitted under this document. • During the validity of the bid or its extended period, if any, the Bidder increases his quoted prices. • During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bid received in incomplete form or not accompanied by bid security amount/all requisite documents. • Bid received after due date and time. • Bidder submits conditional bids. • Bidder indulges in canvassing in any form to win the contract. • Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having an interest in the project.

F. DATA SHEET

A. General																	
ITB Clause.																	
2.1	<p>Name of the Authority: State Project Director, Samagra Shiksha, School Education Department, Government of Tamil Nadu</p> <p>Address: Samagra Shiksha, DPI Campus, College Road, Chennai, Tamil Nadu 600006 Phone: 044-28278068. E-Mail: spd.ssatn@gmail.com Website: www.tnschools.gov.in</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) with technical component and financial the component in the ratio of 60:40</p>																
2.2	<p>The name of the assignment is: RfP for Providing SMS Services under Tamil Nadu State Mission of Education for All - Samagra Shiksha</p> <p>Rfp No: As mentioned on Page No. 1</p> <p>Rfp Date: 26-02-2022</p>																
6.5	<p>Pre-Qualification criteria for all Bidders are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Pre-Qualification (PQ) Criteria</th> <th style="text-align: center;">Supporting Docs</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>The Bidder should be registered as a company/ LLP in India as per Company Act/ LLP Act.</td> <td>The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>The Bidder should have a minimum average income/ revenue of at least Rs. 50 lakh (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21).</td> <td>The Audited Balance Sheet and Profit & Loss Statement for the period.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>The Bidder should have experience in providing gateway services for the last three years.</td> <td>A copy of a work order issued to the Bidder dated on or before 25-Feb-2019 is to be submitted.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>The Bidder should be in this line of activity and the solution offered should be currently running in at least five Public / Private Sector Scheduled Commercial banks /</td> <td> <ul style="list-style-type: none"> • Five work orders (dated on or before 25-Feb-2020) and proof that the work is continuing as of 25-Feb-2022. This proof can </td> </tr> </tbody> </table>		Sl.	Pre-Qualification (PQ) Criteria	Supporting Docs	1	The Bidder should be registered as a company/ LLP in India as per Company Act/ LLP Act.	The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted.	2	The Bidder should have a minimum average income/ revenue of at least Rs. 50 lakh (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21).	The Audited Balance Sheet and Profit & Loss Statement for the period.	3	The Bidder should have experience in providing gateway services for the last three years.	A copy of a work order issued to the Bidder dated on or before 25-Feb-2019 is to be submitted.	4	The Bidder should be in this line of activity and the solution offered should be currently running in at least five Public / Private Sector Scheduled Commercial banks /	<ul style="list-style-type: none"> • Five work orders (dated on or before 25-Feb-2020) and proof that the work is continuing as of 25-Feb-2022. This proof can
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	Financial institutions in India for the past 2 years.	be the most recently issued extension order/ work order.
5	Bidder should have direct tie-up/arrangements with a minimum of three telecom service providers/operators for within India services and a minimum one for international operation.	Copies of Agreements/ Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by Bidder to renew agreement up to the validity of the rate contract.
6	The Bidder should have the capability to send alerts from at least two geographical locations ensuring business continuity.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.
7	Bidder should have the capability of sending at least 50 lakh Transactional SMS per day and at least 2 crore Promotional messages per day.	Bidder to submit at least (previous month's) invoice paid by respective institutions. Invoices raised should mention the type and number of SMS sent in one day.
8	Bidder should have the capability of sending at least 50 lakh Whatsapp Messages in one day.	Bidder to submit one invoice from one client showing that the Bidder was able to send 50 lac Whatsapp messages in one day.
9	The Bidder should be able to allocate a minimum throughput of 10,000 SMS/sec to SS.	Certificates to this effect from the telecom operator[s] should be submitted with whom the Bidder has the tie-up to deliver SMS Alerts. AND Undertaking to be provided for at least minimum throughput 10,000 SMS/sec to SS Office for delivery of SMS.
10	Bidder should have not been blacklisted at any time by the Government / Government agency / Banks / Financial	Self declaration in the letter head to be provided.

	Institutions in India.	
11	The Bidder should be a registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS services through any registered telemarketer.	Certified copy of registration as a registered telemarketer as per TRAI guidelines.
<p>Note: The Bidders must comply with all the above-mentioned criteria. Noncompliance with any of the criteria will be liable for the rejection of the bid. Photocopies of relevant documents/certificates should be submitted as detailed in the “supporting documents required” column as proof in support of their eligibility in terms of the above minimum eligibility criteria.</p>		
B. Preparation of Proposals		
9.1	English language.	
10.1, 14.1, 14.2	<p>The Proposal shall comprise the following:</p> <ol style="list-style-type: none"> (1) Compliance sheet to prequalification criteria (Form Pre-Qual-1) (2) Supporting documents for pre-qualification criteria, if any (3) Power of Attorney to sign the Proposal. (4) TECH-1 (5) TECH-2 (6) TECH-3 (7) TECH-4 (8) Earnest Money Deposit/ Bid Security. (9) FIN-1 (10) FIN-2 	
11.6	<p>Earnest Money Deposit: Rs.1,00,000 /- (Rupees one lakh only)</p> <p>In the form of DD in favor of – “Tamil Nadu State Mission of Education for All - Samagra Shiksha”</p> <p>(or)</p> <p>In the form of NEFT –</p> <p>Bank Name: Indian Overseas Bank Account Name: Sarva Shiksha Abhiyan Bank A/c No: 142301000011212 Bank Branch: College Road, Chennai – 600006. IFSC code: IOBA0001423</p>	
12.1	Proposals must remain valid for 120 days after the Bid Due Date (BDD).	
15.1	<p>Pre-bid Meeting: 21-03-2022 11:00 am</p> <p>Online Pre-bid Meeting link can be obtained from the official website by</p>	

	20-03-2022. a) http://www.tnschools.gov.in , b) http://www.tenders.tn.gov.in
C. Submission, Opening and Evaluation	
16.4	The Bidder must submit: (a) Technical Proposal (b) Financial Proposal
17.3	Bid Due Date: 07-04-2022 at 12:00 noon
20.1	Bid Opening Date: 07-04-2022 at 03:00 PM
21.1	The Point system for the evaluation of the Full Technical Proposals is as shown in the ToR.

Section 2. Technical Proposal – Standard Forms

FORM	DESCRIPTION
PRE-QUAL-1	Compliance sheet to Prequalification Criteria
TECH-1	Technical Proposal Submission Form.
Power of Attorney	A power of attorney for the authorized representative of the Bidder
TECH-2	Bidder's Organization.
TECH-3	Bidder's Experiences
TECH-4	Description of Approach and Work Plan for performing the assignment
Appendix-I	EMD and Bank Guarantee
Appendix-IA	Details of EMD
Appendix-II	Power of Attorney Format for Authorised Signatory
Appendix-III	Standard Form of Contract for Consultant
Appendix-IV	Integrity and Avoidance of Conflict-of-Interest Pact

- The Bidders may note that their submissions should be arranged appropriately and pages numbered continuously by hand or electronically before it is submitted as one document.
- The accuracy and non-repetitive page numbering are crucial in helping the Authority to navigate through the documents easily.
- If the pages are not numbered and noted correctly in the forms in the submissions, the Authority is not responsible if some detail of relevance is missed while evaluating the submission.
- Bids submitted as loose pages that are not bound will be rejected.

**FORM PRE-QUAL-1
COMPLIANCE SHEET FORMAT**

Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs	Proof Submitted	Pg. No.	Complied (Yes/ No)
1	The Bidder should be registered as a company/ LLP in India as per Company Act/ LLP Act.	The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted.			
2	The Bidder should have a minimum average income/ revenue of at least Rs. 50 lakh (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21).	The Audited Balance Sheet and Profit & Loss Statement for the period.	FY18-19		
			FY19-20		
			FY20-21		
3	The Bidder should have experience in providing gateway services for the last three years.	A copy of a work order issued to the Bidder dated on or before 25-Feb-2019 is to be submitted.			
4	The Bidder should be in this line of activity and the solution offered should be currently running in at least five Public / Private Sector Scheduled Commercial Bank / Financial	<ul style="list-style-type: none"> Five work orders (dated on or before 25-Feb-2020) and proof that the work is continuing as on 25-Feb-2022. This proof can be the most recently issued extension 	1		
			2		
			3		
			4		

Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs	Proof Submitted	Pg. No.	Complied (Yes/ No)
	institution in India for the past 2 years.	order/ work order.	5		
5	Bidder should have direct tie-up / arrangements with minimum three telecom service providers / operators for within India services and minimum one for international operation.	Copies of Agreements/ Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by Bidder to renew agreement up to the validity of the rate contract.	Op1		
			Op2		
			Op3		
6	The Bidder should have capability to send alerts from at least two geographical locations ensuring business continuity.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.	Locn1		
			Locn2		
7	Bidder should have capability of sending at least 50 lakh Transactional SMS per day and at least 2 Crore Promotional messages per day.	Bidder to submit at least (previous month's) invoice paid by respective institutions. Invoices raised should clearly mention the type and number of SMS sent in one day.	For 50 lac SMS		
			For 2 Cr SMS		
8	Bidder should have capability of sending at least 50 lakh Whatsapp Messages in one month.	Bidder to submit one invoice from one client showing that the Bidder was able to send 50 lac Whatsapp messages			

Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs	Proof Submitted	Pg. No.	Complied (Yes/ No)
		in one month.			
9	The Bidder should be able to allocate a minimum throughput 10,000 SMS / sec to SS.	<p>Certificates to this effect from the telecom operator[s] should be submitted with whom the Bidder has the tie up to deliver SMS Alerts.</p> <p>AND</p> <p>Undertaking to be provided for at least minimum throughput 10,000 SMS/sec to SS Office for delivery of SMS.</p>			
10	Bidder should have not been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India.	Undertaking to be provided.			
11	The Bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS services through any registered telemarketer.	Certified copy of registration as registered telemarketer as per TRAI guidelines.			
<p>Note: The Bidders must comply with all the above-mentioned criteria. Non compliance of any of the criteria will be liable for rejection of the bid. Photocopies of relevant documents/certificates should be submitted as detailed in the “supporting documents</p>					

Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs	Proof Submitted	Pg. No.	Complied (Yes/ No)
required” column as proof in support of their eligibility in terms of the above minimum eligibility criteria.					

Note: Any bid received with loose sheets, not neatly bound will be immediately rejected. Bids received with incorrect reference to page numbers will also be immediately rejected even if the necessary proof is included at other non-referenced pages in the bid. No representations will be entertained in this regard.

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM
(LETTER HEAD)

[Location, Date]

To,

State Project Director,
Samagra Shiksha,
DPI Campus, College Road,
Chennai, Tamil Nadu 600006

Dear Madam/Sir,

Sub: Submission of proposal in response to RfP for <RfP title> and <RfP No.>

We, the undersigned, offer to provide the services of providing Bulk SMS services/ Whatsapp Service/ Voice Service in accordance with your Request for Proposals (RfP) <RfP No.> dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RfP]: “We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal (separately), as specified in the RfP document”. We hereby declare that:

- a) All the information and statements made in this Proposal are true and correct and we here byaccept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with Bid Validity Period].
- c) We have no conflict of interest in accordance with the RfP <No.> terms.
- d) We meet the eligibility requirements as stated in RfP <No.>
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our proposal is accepted and the contract is signed, to initiate the Services related to the assignment no later than the date finalized by the State of Tamil Nadu upon award of contract.

Yours sincerely,

Signature (of Firm’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative} Name of Firm (company’s name):

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

FORM TECH-2
BIDDER'S GENERAL INFORMATION

Form TECH-2: a brief description of the Bidder's organization:

Sl.	Particulars	Documents to be Provided	Pg. No.
1.	Details of the Firm		
	Name		
	Address	Please provide local office registration details (if any)	
	Telephone		
	Email		
	Website		
2.	Details of Authorized person	Please provide the power of attorney or board resolution.	
a	Name		
b	Address		
c	Telephone / Email		
3.	Registration Details		
a	Date of Incorporation of Firm	Copy of Incorporation Certificate of the firm to be provided	
b	GST number	Copy of GST	
4.	Company Profile and Strength	<ul style="list-style-type: none"> ▪ Company background and history ▪ No. of full-time employees (documents showing the number of employees on the payroll as of 31st October 2021) 	▪
5.	Annual Turnover of last three years	Audited Balance Sheets of last three financial years indicating Annual Turnover certified by Statutory Auditor to be attached.	

FORM TECH-3
BIDDER'S EXPERIENCE

Form TECH-3: a brief description of the Bidder's recent experience that is most relevant to the assignment

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity for carrying out consulting services similar to the ones requested under this assignment.]

The proof of relevant work experience may include – Work Order/ Engagement Letter/ Contract Agreement / Master Service Agreement and Client Satisfactory Work certificate / Completion Certificate from the client. The supporting documents furnished by the firm as proof of experience should clearly cover the key aspects (contract value, start/end date/ scope, etc.,) as per the prescribed evaluation criteria.

1. **Financial Strength:** Audited Annual Turnover certified by Statutory Auditor to be attached.

Turnover in FY 18-19	Rs.	Pg. No. of proof:
Turnover in FY 19-20	Rs.	Pg. No. of proof:
Turnover in FY 20-21	Rs.	Pg. No. of proof:

2. **Tenure:** How many years has the Bidder been providing Bulk SMS services (bulk shall mean more than 5 crore messages per year). Tick (in the middle column) any one of the three options provided.

No. of years	Tick any one option	Name of Client	Enter the year of work commencement	Proof of Work Orders (Pg. No.)
< 1 year			Should be before Feb 26, 2021:	
1 to 3 years			Should be before Feb 26, 2020:	
> 3 years			Should be before Feb 26, 2019:	

3. **Relevant Experience:** Over the last 5 years, the firm should have provided bulk sms services (more than 5 crore messages per annum) to other organisations.

Sl. No.	Name of Client	Year of commencement	Client Reference Name and Mobile Number	Whether with GoTN (Yes/ No)	Proof of Work Orders (Pg. No.)
1					
2					
3					
.....					
13					

4. No. of clients the Bidder has been **servicing continuously for at least 3 years**, and continues to service on the date of publication of this tender. The nature of service should be for both SMS and Whatsapp services.

Name of Client	Year of Commencement	Whether continuing to provide service as on Feb 26, 2022 (Yes/ No)	Client Reference Name	Client Reference Mobile Number

Scores will be given based on the number of clients listed in the table above. The Authority may contact the references provided to validate the information provided.

5. **Single point of contact** in the Bidder's firm for trouble shooting and grievance redressal (CV to be attached)

Name of Project Manager	Phone No.	Email Id	No. of clients handled in past 5 years	CV Page Number – with details of all clients handled, and client reference

Firm's Name:

Authorized Signature:

FORM TECH-4

DESCRIPTION OF APPROACH AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a brief description of the Bidder's approach and work plan for performing the assignment (maximum of 2 pages).

Technical approach and work plan are key components of the Technical Proposal. The Bidders will present their Technical Proposal (items A, B and C below) (A-4 size, minimum 10 font size). The page count does not include the Forms.

- A. Technical Approach and Methodology,
- B. Work Plan, and
- C. Organization and Staffing,

A. Technical Approach and Methodology: In this section, the firm should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities. The firm should highlight any challenges anticipated in delivering a programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirements of the assignment.

B. Work Plan: In this section, the firm should describe the overall work plan for the activities of the assignment and a detailed work plan for various phases of the assignment. The work plan must demonstrate an understanding of the scope of work and the ability to translate the scope into a feasible working plan.

C. Organization and Staffing: In this section, the Firm should briefly discuss the structure, composition, roles and responsibilities of the team members and how the team will ensure timely delivery of the agreed-upon services.

Section 3. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1.

FIN-1 Financial Proposal Submission Form
FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

State Project Director

Samagra Shiksha,
DPI Campus,
College Road,
Chennai, Tamil Nadu
600006

Dear Sir/ Madam,

Subject: Submission of the financial proposal in response to RfP for <RfP title> and <RfP No.>

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date]. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] for undertaking the assignment as per the Terms & Conditions enclosed.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to the expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely – Prevention of Corruption Act, 1988.

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

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of
Signatory:
Name of Firm and
Address:

**FORM FIN-2
SUMMARY OF COSTS**

Cost Head	ONE TIME SET UP CHARGES in Rs.
VIRTUAL MOBILE NUMBER (SMS/ VOICE)	
PUSH SMS	
URL Shortening	
Whatsapp	
TOTAL (A)	A=

Cost	Quantity (Annual)	Rate	Total (Quantity X rate) in Rs. In Year 1	Total (Quantity X rate) in Rs. In Year 2	Total (Quantity X rate) in Rs. In Year 3	Total (Quantity X rate) in Rs. In Year 4	Total (Quantity X rate) in Rs. In Year 5	Total
VIRTUAL MOBILE NUMBER RENTAL (12 Months)	N/A	N/A						
PUSH SMS – High Priority	2,00,00,000							
PUSH SMS – Low Priority	4,00,00,000							
Whatsapp – Message	4,00,00,000							
TOTAL (B)	-	-						B=
TOTAL (A) + (B)								

Non-Evaluated Parameter:

The Authority reserves the right to utilise the service quoted for below. However, the under mentioned price will not be included while evaluating the Bidder.

Cost Head	ONE TIME SET UP CHARGES
OUT BOUND DIALLING	

Section 4. Terms of Reference

A. Background

Samagra Shiksha (SS) is an Integrated Scheme for School Education aimed at ensuring inclusive and equitable quality education from Class 1-12th Standard. Samagra Shiksha subsumes three existing schemes - Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) and Teacher Education (TE). The main outcomes of the Scheme are envisaged as Universal Access, Equity, Quality and strengthening of Teacher Education Institutions (TEIs), etc.

B. Overview of the Requirement

Samagra Shiksha office has its current Messaging Solution which only sends transactional SMS as text message to the recipient using external files in the format of CSV/XLS. We visualize a solution that will facilitate sending SMS to Students, Parents, Teachers and all the officials of our School Education department related with various academic & officials' activities of school and students (this includes to any entity outside SS as well). In addition, we would also need to send important SMS alerts and promotional SMSs that disseminate information relating to functioning of our School Education Department. We would also need to implement a solution that would **accept inward SMSs** from the above stakeholders and trigger a preconfigured action that will be configured in our existing On-line Application and thus help us to revert to them with the information that they sought for. We would also need Short URL service for shortening of long URL in the SMS. Also setting in place intuitive methods of IVRS/OBD/Missed call/WhatsApp based interaction – including Chatbot integration.

The purpose of this RfP is to identify a solution that could be centrally deployed for the use of identified users by the Samagra Shiksha Office. The objective is an Enterprise Messaging Solution which will enable faster and more efficient interaction and reduce the turnaround times of our responses. The proposed solution should ideally be a cloud-based solution that will require no local hardware/ software installation.

C. Detailed Scope of Work

1. The Bidder should handle domestic SMS of predicted volumes with delivery standards as required by the Authority. The Bidder should conform to the technical specifications mentioned in this RFP. The Bidder should integrate the SMS solution with different SMS delivery points/ applications of Authority for the various stakeholders.
2. The Bidder should create, maintain and update dynamically the database of phone numbers of all the stakeholders that are defined by the Authority. The database must be easy to use and facilitate the Bidder in efficiently undertaking SMS services to the respective stakeholders as part of the RFP. The Bidder should be linked to the EMIS system database of the Authority and draw on the information through APIs.
3. Establishment of Bi-directional SMS facilities (push/pull) capable of delivering and receiving SMS from all the telecom service providers of the state with auto responding features.

4. The Bidder should cover the facilities like Push Service and Pull SMS using short / long code / VMN and whatsapp API solution. The approximate volume predicted is as follows:

Description of SMS	Delivery Time	Volume per Annum (Crores)
Domestic High Priority SMS*	Within 15 Seconds	2 Crores
Domestic Low Priority SMS*	Within 20 Minutes	4 Crores
Whatsapp Push message	Within 30 seconds	4 Crores

Note*: The volume is indicative and can vary based on the actual requirement of SMS to be sent every month. The High and Low priority of SMS will be detailed out by the Authority to the successful Bidder.

D. Functional and Technical Requirements

1	MESSAGE TYPES TO BE HANDLED
	The SMS solution provided by the Bidder should handle the following message types: i. Text ii. Voice iii. Bilingual SMS both in Tamil & English
2	OPERATING SYSTEM
	Both API and Client applications should be portable either on Windows OR Linux Operating Systems.
3	API AND CONNECTIVITY
a)	Bidder should provide API compatible with Java, Angular JSP, PHP and HTML5 platforms. Provide details of other compatible platforms also. Bidders should share the API integration source code.
b)	Bidder should provide API which can connect to the following Databases namely Oracle, My SQL, MS SQL
c)	The BIDDER must provide the support to port the API on a SS Office Cloud application servers and to handshake with existing online application. It should be linked to the existing database of the SS Office and draw on the information through APIs
d)	The license provided for API should be perpetual.
e)	Bidder should provide onsite / offline support for integration till the Systems go into production. Cost.
f)	The Bidder needs to provide the SMPP and/or HTTPS-API with/without XML support to the Company with multiple accounts for sending messages. This should be the primary channel for communication.
g)	The Bidder should create, maintain and update dynamically the database of phone numbers of all the stakeholders that are defined by the SS Office. The database must be easy to use and facilitate the Bidder in efficiently undertaking SMS services to the respective stakeholders as part of the RFP.
4	SMS USER INTERFACE
a)	Bidder should also provide user interface software for administering the SMS system and also for sending messages by users directly using the interface

	provided. The user interface should preferably be browser based and compatible browsers along with version should be listed.
b)	Provide complete details on administration and user functionality of the SMS user module. There should be facility to create administrators user ids. More than one administrator user ids might be required.
c)	SS Office proposes to provide access to the SMS interface across the state in School Education and hence Bidders who provide non browser interface should provide software details along with compatible platforms. Such Bidders in addition should provide unlimited perpetual license without any additional expenses.
d)	Solution should be able to handle a multiuser architecture with Role Based Access implemented.
e)	There should be facility to configure credit limits to every authorized user by the admin user.
f)	There should be a provision to configure rules easily.
5	LONG & SHORT CODE MESSAGING
a)	Bidder will provide three virtual mobile numbers (VMN) (or) Long Codes to SS Office without any cost. Virtual number once activated for the purchaser, will be property of SS Office. In case of expiry of contract or termination of the contract due to any reason, the long code numbers provided to SS Office shall be the property of SS Office and should not be assigned to any other third party. SS Office should have the right to use these numbers post expiry of the contract period also.
b)	There should not be any constraint in sending messages using the API/SMS Client using long code numbers.
c)	Bidder should provide details on type of messages (Text, MMS, Voice, etc.) that can be sent using LongCodes.
d)	The virtual number provided should be network service provider agnostic implying that using the number it should be possible to send messages to any network service provider.
e)	The Bidder's system/solution should support virtual mobile number (for incoming SMS) of all Major Service Providers-like Airtel, Vi, TATA, Reliance JIO or BSNL/MNTL etc.
6	MESSAGE SENDING
a)	Both Pull and Push SMS service should be provided.
b)	There should be facility to Create, Store and Retrieve predefined message template using both API and Client interface.
c)	Instant composing and sending of messages must be available.
d)	There should be facility to schedule and send messages.
e)	Solution architecture should be such that distributed message composing should be available with message sending either centralized or decentralized. Example: Message will be composed by authorized users and routing to the SMS gateway should be through SS Office or the respective sites directly.
f)	There should be facility to set message priority – to OTP, Transactional and before sending.
g)	Solution should provide Unicode message sending.
h)	The solution should allow sending of message to address using the inherent

	address book database of the SMS application (or) external database (or) files (*.txt, *.csv,*.xls,*.sxw,*.odp) (or) as a user input of the mobile numbers; in other words, bulk upload facility in the above formats should be available.
i)	Solution to Duplicate checks in files uploaded to avoid duplicate messages being sent when uploading files.
j)	In case client gets a list of numbers from its sources, according to TRAI, SMS can be sent only if they are service/ transactional in nature. Any UCC (unsolicited commercial content) cannot be sent. Thus, the Bidder should have the facility of online filtering of the DND numbers.
k)	There must be a provision where we can set the time window for sending SMS. For example, we should be able to block the time slot from 11 pm to 6 am from sending any message that is other than transactional.
7	COMPOSING MESSAGES
a)	There should be provision to send both Static and Dynamic messages. In dynamic messages, composition will be done once and message content will vary for every sender.
b)	Bidder's SMS Gateway should support delivery as single message for message of more than 160 characters sent to/ from Virtual Mobile Number (VMN). The number of characters for Unicode messages will be 70.
c)	Provide information on the following a) The maximum bit size for a message. b) Treatment of long messages and other message type like UNICODE SMS from billing perspective for message count.
d)	Must support upload of messages using various file formats like *.txt, *.csv, *.xls, *.sxw,*.odp, etc.
e)	The solution offered for incoming and outgoing messages of more than 160 characters should be tested with our all-Online application.
8	MESSAGE PRIORITY
a)	There should be facility to set message priority setting both using the Client interface and API. Example: Transactional Messages and Promotional Messages must be distinguishable and be routed differently, across channels.
b)	SS Office requires the following minimum message priority setting namely with message delivery TAT indicated against them. a) OTP & Transactional – less than 15 seconds (High Priority message) b) Promotional & Others– less than 20 minutes (Low priority message) All outgoing messages (SMS) from application are to be delivered to the mobile subscriber within time Specified.
9	GROUP SMS
a)	Solution should provide facility to Create, Modify, Delete and Manage groups and its members.
b)	There should be provision to send message to multiple groups simultaneously.
c)	Message sending to groups should be possible using Group message interface and API.
d)	There should be provision to create group list through a file upload (or) by connecting to any ODBC compliant database.
e)	The Bidder must be able to provide different sender ID's which will be mapped

	to a universal ID for SS Office.
10	MESSAGE DELIVERY
a)	Message delivery must be network and device agnostic. The Bidder should have capabilities to send SMS to all GSM, CDMA network including 2G,3G, 4G etc. handsets and to all telecom operators operating in India without any exception
b)	The solution should provide verifiable message delivery status with date and time stamp. Non delivery information should be available with reasons.
c)	Message delivery should be in compliance with TRAI regulation /guidelines and other statute in force. Penalty for any violation shall be borne by the Bidder only.
d)	Point in time message tracking should be available.
e)	The Bidder should have the facility of online filtering of the DND numbers.
f)	The Bidder should have the capability to filter out invalid numbers and in case of high failure rate, sending to that particular number must be disabled. Such disablement should be notified to the respective user.
g)	If in any case delivery period is beyond the above specified period (20 second), the Bidder has to submit the valid reason for such delay.
h)	The SS Office will check the time taken in delivery of messages broadly. Whenever any abnormal delivery period is observed, the SS Office may require justification for the same. If proper justification is not provided, it may consider these messages as undelivered and apply penalty as for undelivered messages at per SLA.
i)	In case of a high frequency of SMS's being sent to a fixed number – this must be alerted so that we can block sending to that number. Methodology for the same to be explained.
11	MIS & LOGGING
a)	Solution should provide comprehensive MIS covering at the minimum the following points. a) User based MIS. b) Message type c) Mobile number based MIS. d) Status based messaging. Example: Success or failure. e) TAT / Exception reports supporting billing. Example: Non delivery error code based reports. f) It should be possible to generate all reports on a date range basis both as detailed and summary with filters. Example: All (or) selective values as required by SS office . Provide details on MIS available. Customization if any required by SS office should be done at no additional cost.
b)	Solution should allow viewing of MIS and Logs and exporting the same for analysis as a worksheet, text or csv file.
c)	Solution must allow specifying tags against an SMS and later while generating reports, it can be generated based on this tag and similar SMS can be identified. A tag might be the name of the campaign, name of the group to which the SMS is sent, etc.
d)	The Bidder should provide suitable means such as website/ portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields:

	<ul style="list-style-type: none"> a) Mobile number/ MSISDN b) Message text c) Message Category (Push, pull / Transactional / Promo-tional) d) Message sender/recipient e) Date/time of SMS received at the gateway. f) Date/time of SMS sent to the operator. g) Date/time of SMS delivered to the end subscriber.
e)	The Bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD/ DVD/FTP/SFTP on monthly basis.
12	INTELLIGENT MESSAGE PROCESSING
a)	Solution proposed should be able to automatically monitor message delivery and attempt retries. Provide details on number of attempts that would be made to send a message.
b)	Intelligent routing through alternate network service provider should be done in the event of failure or congestion or DOS attack in the primary network channel.
c)	The Bidder should have tie up/ arrangements with multiple service providers for outbound messages. The Bidder should have direct SMSC connection with all major operators i.e., Airtel, Vi, Tata, BSNL and Reliance. The Bidder should deliver messages to the subscribers of all major service providers like BSNL, Reliance JIO, Vi, Airtel etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers. Please specify the operators.
13	NETWORK & DATA SECURITY
a)	Message sending should be using HTTPS with 256 bit SSLencryption only.
b)	Bidder shall ensure that message and address book details such as mobile numbers should not be stored at any intermediate point except as required under any provision of law or for billing purpose. Provide details.
c)	<p>Bidder shall also ensure the following:</p> <ul style="list-style-type: none"> a) All intermediate systems will be secure such that message is not tampered. b) The message will be free of virus or other malicious codes.
d)	The algorithms (if any) used for encryption must be mentioned explicitly by the Bidder.
e)	Bidder shall ensure strict compliance of all Statue, Bye laws and rules governing SMS messaging security. Provide details.
f)	Bidder shall indemnify SS Office in full in the event of any such breach in security.
14	Hardware & Software
a)	The premises for hosting the solution, if required by the Bidder, will be provided by SS office in the AWS Cloud Environment. From where the software shall talk to the SMS Gateway of the Bidder
b)	The Bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Re- sellers of SMS Gateway Services are not eligible to participate in the RfP.
c)	The software integration should support various development platform viz. Java, JSP, .net, php, HTML5 etc.

d)	Bidder must support all the popular protocols for the optimal service coverage ways to send SMS from system to the SMS provider gateway for delivery including HTTP, HTTPS, SMTP, XML over HTTP/HTTPS, SMPP etc.
15	TRAINING & DOCUMENTATION
a)	The Bidder shall provide onsite training to a minimum of 6 officials of SS Office.
b)	Successful Bidder should also provide one copy of the final integration document both in hard and soft copy form taking into account SS Office solution requirement along with all software and required licenses.
c)	The cost of the training (Faculty Travelling & Hotel expenses, Manuals, Course ware, etc.) is the Bidders responsibility.
d)	Bidder has to test all the functionalities requiring interfacing to the SS Office Application / Portal Applications, without additional cost during the UAT. Services shall be started only after completion of testing all services by the Bidder and the subsequent Sign-off.
e)	The Bidder has to activate all the services after integrating with existing Online Portals as per requirement of the RFP within 2 weeks from the date of signing of the contract. If the Bidder fails to comply this requirement, penalty will be imposed at the rate 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.
16	ONSITE & OFF SITE SUPPORT
a)	During integration, Bidder shall provide a dedicated onsite resource at SS Office to complete the integration as per the solution requirement. Mandate of 3 days.
b)	Post integration Offsite / remote support should be extended for the contract period.
c)	The confirmation of whitelisting of DLT templates at vendor's end must be received within 24 hrs. of request submission.
d)	The Bidder should be able to comply with latest regulations/guidelines issued by TRAI. Also, the Bidder should be able to comply with all future changes effected by TRAI or any other statutory body. Any changes made in this regard, whether commercial or otherwise, needs to be communicated to SS office at regular intervals.
17	PULL Service, IVRS , MISSED CALL SERVICES and OBD Service
a)	Bidder must provide solution to integrate PULL SMS Service to SS Office Online application for receiving SMS from all the telecom service providers.
b)	Bidder must be able to create and schedule voice campaigns which should be able to be scheduled at particular time slots. Multiple language support must be present for the same.
c)	DND scrubbing must be mandatorily done for such campaigns as per TRAI guidelines.
d)	IVR (Interactive Voice Response) to capture user's inputs based on a number dialed by the user and multiple language (Tamil & English) options must be available.
e)	If a Mobile user so decides he should be able to be redirect to the call centre from the IVRS menu. The call centre will be separately maintained by SS

	Office.
f)	The Bidder must be able to provide missed call services so that users can avail select services. Capacity to provide Interactive Voice Response System will be preferred. The Bidder will be required to specify this capacity in the proposal and in the presentation.
g)	Bidder should be able to initiate Out bound dialing for campaigns and also to capture inputs for the same.
h)	Bidder should provide solutions for short URL service; and will need to provide necessary facilitation to integrate with the On-line Application of SS Office to send a URL through SMS/ Whatsapp.
18	Whatsapp Service
a)	Bidder should provide a What'sAPP API (Official) to send WhatsApp notification / messages / templates to registered / non-registered users of web application and other API.
b)	Facility for obtaining User Consent should be enabled through missed call / incoming SMS along with the same platform.
c)	WA API should be able to facilitate and implement an automated process for the Chatbot for sending documents like Bills, Certificate, User Manual and other notifications (due date reminders, payment receipts, notices etc) to consumer WhatsApp accounts by integrating with various software system developed by Govt agency.
d)	WA API should be able to facilitate sending WhatsApp messages in Tamil and English language.
e)	WA API should be able to provide a framework capable of sending messages in various media formats like image, pdf, video, emojis, stickers etc. allowed by whats app and the file size limit should be as per the permissible limit by WhatsApp.
f)	Bidder shall provide unlimited free Session Messages or Response to customer initiated Queries, Requests, or Complaints through WhatsApp Business Account , if such responses are within 24 hours of receipt of such SS Office from customers.
g)	Provide web interface to view / download summary and detailed MIS report of sent / received WhatsApp messages along with sent double tick and Green tick.
h)	Bidder is responsible for approval of WhatsApp Official Business Account (Green Badge) of SS office. All the necessary documents will be provided by SS office.
i)	Bidder must have Business Service Provider or I.S.V.(Integrated Software Vendor) of WhatsApp. In case of I.S.V. they should submitted agreement with Business Service Provider of Whats APP.
j)	Bidder should provide Frontend SDK for Inbox [Software Development KIT]
k)	Bidder should maintain Service Level as per Whatsapp Norms.
l)	Bidder should provide Standard 24X7 Support.
m)	Bidder should be liable for approval of WhatsApp Number on the name of SS office On WhatsApp and subsequent maintenance. will provide necessary document for the process.

n)	Bidder should be web console for sending Bulk Whatsapp Push message
o)	Bidder should also provide delivery details and Session Message details.
p)	Summary of the Session message has to be showed in the webpanel

E. Service Level Agreement

E.1. Service Level Expectations

- i. The Bidder has to enter into a service level agreement with the SS office before the award of the contract as per the format provided by the SS office.
- ii. The contract will be for a period of three years and shall be extended to 2 years with the same terms and conditions subject to satisfactory performance of the Bidder.
- iii. Any downward revision in IUC charges, Government Levies etc. the same will be passed on to the Authority on proportionate basis. Any upward revision in government levies will be proactively informed to the Authority and will be decided by its sole discretion.
- iv. Complete Solutions (Push, Pull type SMS Alerts and Whatsapp Services) must have 99.9% uptime and should be available on 24x7x365 days basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.
- v. Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull/Whatsapp Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis at specified in the RFP.
- vi. The Bidder will validate the mobile numbers and will not send SMS to invalid numbers. No payments will be made for SMS sent to invalid numbers. The SMS sent by the SS Office have to be delivered within the stipulated timelines. Penalties will be levied for failure to comply with the timeframes for delivery of the SMS as follows

Particulars	Penalty
SMS is not delivered due to any technical fault/ failure on the part of the Bidder	No payment
Priority 1 delivered to mobile handset after 15 seconds	No payment
Priority 2 SMS delivered to mobile handset after 15 minutes	No payment
Priority 1 Voice delivered to mobile handset after 15 seconds	No payment
Priority 2 Voice delivered to mobile handset after 20 minutes	No payment
Priority 3 Whatsapp Message delivered to mobile handset after 30 Seconds	No Payment

SMS' failed/ undelivered/ delivery report not received/duplicate Messages	No payment
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Note - (following delivery failure cases shall be excluded: Inbox full, International roaming, mobile number blacklisted, mobile phone or number switched off, mobile phone or number out of range)

E.2. Penalties

The SMS sent by the SS Office will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the SS Office shall attract penalty as follows :

- i. SS office expects 100% availability of the services. The uptime of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the SS office, as detailed under but not limited to:

Priority 1 & 3 Category		
Sr No	Availability	Charges on Monthly Basis
1	< 99.95 % & up to 99%	2% of the monthly bill of the respective month
2	< 99% & up to 98%	5% of the monthly bill of the respective month
3	For each percentage point drop below 98%	(5% + one percentage point) of the monthly bill for each 1 (one) percentage point drop in availability below 97% subject to the maximum limit of the value of monthly invoice.

Priority 2		
Sr No	Availability	Charges on Monthly Basis
1	< 99 % & up to 97%	1 % of the monthly bill of the respective month
2	< 97% & up to 95%	2 % of the monthly bill of the respective month
3	For each percentage point drop below 95%	(2% + one percentage point) of the monthly bill for each 1 (one) percentage point drop on availability below 95% subject to maximum limit of a value of a monthly invoice

- ii. For the above clauses, the successful Bidder whenever submitting the invoice to the SS Office have to specify the % of SMS messages successfully delivered in all the categories mentioned above as well as the uptime of availability of services. The total penalty applicable is the total of penalties applicable as detailed above. Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail.
- iii. **Success rate of 97% and above is expected from the Bidder in delivery of SMS.** Any fall in the success rate in delivery of SMS below the minimum

expected level will be penalized as given below.

Success Rate*	Penalty on monthly basis
>= 97%	Nil
>=96% and <97%	0.5% of the monthly bill of the respective month
>=95% and <96%	0.75% of the monthly bill of the respective month
>=94% and <95%	1% of the monthly bill of the respective month
>=93% and <94%	3% of the monthly bill of the respective month
>=90% and <93%	5% of the monthly bill of the respective month
< 90 %	(10 % + one percentage point) of the monthly bill for each 1 (one)percentage point drop in success below 90% subject to the maximum limit of the value of monthly invoice.

- iv. Success rate = number of successfully delivered SMS' as per SLA divided by total number of SMS' submitted to the Bidder's SMS gateway. In addition to the penalty, SS Office will be free to divert SMS traffic (partially or fully) to the other vendor(s).
- v. Non delivery of the message is not acceptable. Any non delivery of SMS below the minimum expected level will be penalized as given below.

Non-Delivery of SMS Rate*	Penalty on monthly basis
<= 1%	0.5% of the monthly bill of the respective month
>1% and <=3%	0.75% of the monthly bill of the respective month
>3% and <=5%	1% of the monthly bill of the respective month
>5% and <=7%	3% of the monthly bill of the respective month
<7% and <=9%	5% of the monthly bill of the respective month
<9% and <=10%	7% of the monthly bill of the respective month
> 10 %	(10 % + one percentage point) of the monthly bill for each 1 (one) percentage point drop in failure above 10% subject to the maximum limit of the value of monthly invoice.

- vi. The following delivery cases will be excluded from the calculation of success rate – (a) Inbox full, (b) International Roaming, (c) mobile number blacklisted, (d) mobile switched off, and (e) mobile out of range (f) duplicate messages.
- vii. The Bidder has to reimburse the full expenditure, if any, towards any penalty the SS office has to pay on account of ombudsman or TRAI or regulator or customer cases for non-delivery of SMS related services.
- viii. The delivery reports submitted to the SS Office must be 100% accurate. The reports may be verified based on the feedback received from the end receiver and random cross verification. A penalty of Rs. 5000/- (plus GST)

will be levied for every instance of inaccurate and/or false delivery report. The SS Office may recover this penalty from the payment being released to the Bidder.

F. Proposal Evaluation

F.1. Evaluation Criteria

Sl.	Evaluation Criteria	Max Points	Criteria for Awarding Points
1	Financial Strength: Audited Annual Turnover certified by Statutory Auditor to be attached.	10	Average turnover in last three financial year: a) < 1 Crore - 4 b) 1 - 2 crores - 6 c) > 3 Crores - 10
2	Tenure: How many years has the Bidder been providing Bulk SMS services (bulk shall mean more than 5 Crore messages per year).	10	No. of years providing this service: a) < 1 year - 2 b) 1 - 3 years - 6 c) > 3 years - 10
3	Relevant Experience: Over the last 5 years, the firm should have provided bulk sms services (more than 5 Crore messages per annum) to other organisations.	30	Total number of projects: a) < 4 projects - 10 points b) 4-8 projects - 15 points c) 9-12 projects - 20 points d) > 12 projects - 30 points If two projects done with Tamil Nadu State Government - Bonus 10 points.
4	No. of clients the Bidder has been servicing continuously for at least 3 years , and continues to service on the date of publication of this tender. The nature of service should be for both SMS and Whatsapp services.	30	Total number of clients being serviced for 3 years: a) < 25 clients - 10 points b) 25-50 clients - 15 points c) 51-100 clients - 20 points d) > 100 clients - 30 points
5	Single point of contact in the Bidder's firm for trouble shooting and grievance redressal (CV to be attached)	20	No. of clients of the same size as SS handled in the past 5 years by the nominated project lead: a) < 5 clients - 5 points b) 5-10 clients - 10 points c) 11-25 clients - 15 points

Sl.	Evaluation Criteria	Max Points	Criteria for Awarding Points
			d) > 25 clients – 20 points

F.2. Selection Methodology

The selection of firm will be in accordance with the Quality and Cost Based Selection (QCBS) system:

1. The proposal for the firm will be evaluated against the evaluation criteria mentioned under E.1. The Authority shall select either the Top 3 or Top 5 firms based on the quality of the technical proposal submitted. Only such selected firms will be considered as “Qualified firm”.
2. The Financial Proposal will be opened for only “Qualified Firm”.
3. The financial Score will be calculated with Lowest Financial Bid (LFB) being given 100 points and all other Bidders price (P) being given Scores in proportion to the LFB out of 100, i.e. $FP = (LFB/P \times 100)$
4. Proposals for the “Qualified firm” during the process of evaluation will finally be ranked according to their combined score of Technical Proposal (TP) and Financial Proposal (FP) scores.
5. The weightage is given to technical (Tw) and financial (Fw) proposals are as follows:
Tw =60% and Fw = 40%
6. Combined Total Score = $(TP \times Tw) + (FP \times Fw)$
7. The selected firm shall have the highest combined total score.
8. The second highest firm shall be kept in reserve and may be invited for negotiation in case the first ranked firm withdraws or fails to comply with requirements, as the case may be.
9. In the event, if the combined total score is tied then the firm securing the highest technical score will be adjudicated as the Best Value Firm for the award of the project.

Appendix-I: EMD and Performance Bank Guarantee Format

To,
State Project Director,
Samagra Shiksha Office,
DPI Campus, College Road,
Nungambakkam, Chennai,
Tamil Nadu 600006.

WHEREAS _____ [Name and address of Consultant] (hereinafter called “the Consultants”) has undertaken, in pursuance of your Letter No. dated _____ to provide consultancy services to the Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Consultants up to a total of _____ [amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. (Rupee _____) and the guarantee shall remain valid till _____ unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of a foresaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1.
Name and Designation: _____	(Name, Signature and Occupation)
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

Appendix-IA: Details of EMD

To,

State Project Director,
Samagra Shiksha Office,
DPI Campus, College Road,
Nungambakkam, Chennai,
Tamil Nadu 600006.

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date].

We have paid the EMD through NEFT mentioning purpose/ subject/ comments as Samagra Shiksha-EMD-Bidder name.

The following are our bank details with reference to this EMD.

- Online/ bank branch (choose the method):
- Bank name:
- IFSC code:
- Bank Account Name:
- Bank Account number:
- Transaction Reference No.:

If scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer has been attached: Yes/ No

If the EMD has to be returned after the procurement process, would the Bidder like the EMD to be returned to the bank A/c from which the transfer was made: Yes/ No.

We have read and agree to the terms as mentioned in Clause 11, Instructions to Bidders and Data Sheet regarding EMD.

Yours faithfully,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Appendix-II: Power of Attorney Format for Authorised Signatory

Know all men by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney _____ (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Samagra Shiksha Office, Department of School Education, GOVT OF TAMIL NADU, representing us in all matters before the Samagra Shiksha Office, Department of School Education, GOVT OF TAMIL NADU, including negotiations, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Samagra Shiksha Office, Department of School Education, GOVT OF TAMIL NADU, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Samagra Shiksha Office, Department of School Education,, GOVT OF TAMIL NADU.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, _____ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY (for 1 year) if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:

Appendix-III: Standard Form of Contract for Consultant

Project Name: ENGAGEMENT OF CONSULTANT FOR PROVIDING BULK SMS SERVICES UNDER SAMAGRA SHIKSHA

CONTRACT FILE NO. _____

BETWEEN

THE PROJECT DIRECTOR

State Project Director,
Samagra Shiksha Office,
DPI Campus, College Road,
Nungambakkam, Chennai,
Tamil Nadu 600006.

AND

(Name of the Consultant)

Dated:

Form of Contract

This CONTRACT (hereinafter called the “Contract for Consultant”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Project Director, Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu. (Hereinafter called the “Authority”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) The Authority has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Consultant, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The Instructions to Bidders (As per the Section 1 of RfP)
 - b. The Payment Terms (As per Section 4 of RfP)
 - c. Appendices:

Appendix-I: EMD and Performance Bank Guarantee Format
Appendix-IA: Details of EMD
Appendix-II A: Power of Attorney Format for Authorised Signatory
Appendix-II B: Power of Attorney Format for Authorising Lead Bidder
Appendix-III: Standard Form of Contract for Consultant
Appendix-V: Integrity and Avoidance of Conflict-of-Interest Pact
Annexure 1: Finalised Concepts

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- a. The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Authority 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.

For and on behalf of

Name:

Signature:

Project Director,
Samagra Shiksha Office,
Department of School Education,
Government of Tamil Nadu

For and behalf of the Consultant

Name:

(Only authorized representative of Consultant should sign)

Signature:

Name of the Consultant

Appendix-IV: Integrity and Avoidance of Conflict of Interest Pact

A Bidder and/ or selected Bidder must at all times abide by the terms and conditions of this “Integrity and Avoidance of Conflict of Interest Pact”.

- A. The Authority requires that the Bidder/ entities bidding in a consortium/ selected Bidder/ Consultant (hereafter called “the relevant parties” which is defined in detail below) provides professional, objective and impartial advice and at all times hold the Authority's and the State Government's interests' paramount, avoid conflicts with other assignments or its own interests and acts with integrity and without any consideration for future work. “The relevant parties” shall not accept or engage in any assignment that may place it/ them in a position of not being able to carry out the assignment in the best interests of the Authority and the Project.

Definition of “Relevant Parties” and Applicability of this Pact.

The principles for the determinants of Conflict of Interest and breach of integrity shall apply to the following “relevant parties” and the following work/ decisions/ issues:

- B. Relevant parties:
- (a) every individual functioning under the banner of the Bidder and its constituent entities irrespective of whether salaried/ paid by them or working pro bono and
 - (b) every funder/ promoter/ partner of the Bidder and its constituent entities.
 - (c) In particular, these principles apply to everyone who works at or with the Bidder/ and its constituent entities and associates, including staff and managers (regardless of appointment type), short and extended term consultants and all temporary, casual, contractual, special and coterminous appointments such as research assistants and professionals etc., affiliates, associates, officers, employers or consultants who are working with the Bidder and its constituent entities either in their individual capacity or from other organizations for the purpose of this RfP, even though they do not belong to (a) or (b) above.
Provided that for (a), (b), (c) above, legal/ natural persons will be affiliates if either one party effectively controls (has more than 25% shareholding in) the other or both effectively control (have more than 25% shareholding in) each other or who are being effectively controlled by a common third legal person/ natural person (having more than 25% shareholding in both or either).
Provided further that for (a), (b), (c) above, legal/ Natural persons will be associates if either one party directly or indirectly employs the other or both are being directly or indirectly employed by a common third legal person/ natural person.
- C. Work/decisions/issues
- (d) All types of evaluative work done related to the RfP and project by the Bidder and its constituent entities and all such work done by the government to which the Bidder and its constituent entities is privy to during the process.
 - (e) All decisions which pertain to current and future functioning of the Authority, records and related projects drawn out of work done under the RfP and this Project by the Bidder and its constituent entities.

- (f) Any conflict of interest found to be of substance and materiality raised by persons with respect to (a) to (e) above or by other stakeholders, civil society organizations or other external stakeholders.

Conflict of Interest

D. Definition of Conflict of Interest

“The relevant parties” shall be deemed to have a Conflict of Interest affecting the Selection Process or execution of Contract, if:

- (g) The Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (h) a constituent of such Bidder is also a constituent of another Bidder; or
- (i) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (j) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (k) such Bidder has a relationship with another Bidder, directly or through common third parties that puts them in a position to have access to each other's information about or to influence the Application of either or each of the other Bidders; or
- (l) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and their sub-consultants) and any Associates/ Affiliates. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (m) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Affiliates/ Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project, save and except as per provisions of this or the relevant RfP; or the Bidder, its Member or Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such concessionaire or its contractors or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.
- (n) during the execution of the Terms of Reference/ Contract, a situation arises in which interests other than those associated with the duty of providing balanced advice, conducting an objective evaluation of data and other material available or taking related decisions, materially interfere with the fulfilment of the Bidder/ Selected Bidder's duty or may give the appearance of interfering materially with this fulfilment.

Such interest may, *inter alia*, include a personal interest OR an existing/ past professional engagement of any nature/ in any capacity, with direct/ indirect financial/ professional gains; OR employment currently or in future directly or indirectly OR receipt of a full briefing of the merits or procedural aspect of the advice/ decision/ evaluation from an interested party or/ and indulgence in any activity in bad faith in this regard or otherwise, after the execution of the Contract OR publishing of a paper or speech or otherwise advocating publicly a specific position regarding a decision adverse to the interests of the Authority or Government of Tamil Nadu/ India, manifestly beyond the purview of general academic/ professional opinions concerning the issue; OR actions/ advice leading to unfair advantage to any party during the procurement of these services or its related programs and deliverables at any level of government.

Provided that materiality refers to the risk that the identified conflict is of such a magnitude that it is likely to affect the process, findings, conclusions or recommendations of an advice or evaluation/ a decision or a procedure thereof.

Integrity Aspects

- E. For the purposes of this RfP and Project, any of the following practices will be considered as practices which go against the integrity pact.
- (o) corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Project or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LoA) or after the execution of the contract Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LoA or the contract Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (p) fraudulent practice means a misrepresentation or omission or incomplete disclosure of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Authority and includes collusive practices among consultants/Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.
 - (q) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;
 - (r) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (s) restrictive practice means (i) forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or (ii) manipulating a full and fair competition in the Selection Process.

Any of the above practices may be singularly referred to as a "Prohibitive Practice" or collectively referred to as "Prohibited Practices"

The Policy and its Operation:

- F. It is the Authority's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execute such contracts. In pursuance of this policy, the Authority:
- a. will reject the Proposal for award if it determines that the Bidder has engaged in prohibited practices in competing for the contract in question;
 - b. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in prohibited practices in competing for and in executing the contract.

- G. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and the Project execution. Notwithstanding anything to the contrary contained in this RfP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in prohibited practices in the Selection Process and the Project execution. In such an event, the Authority will, without prejudice to its any other rights or remedies, blacklist the relevant party for a time period decided by the competent Authority.
- H. Operation of the policy shall be as follows:
- i. every entity or entities in a consortium shall be impartial, independent and free of any actual or potential conflict of interest and shall desist from any activity impeding the integrity pact. “The relevant parties” shall disclose at the earliest any actual/ potential adverse matter related to the conflict of interest or integrity to the Authority. (S)he may recuse herself/ himself from the proceedings voluntarily after such disclosure, if required, according to the decision of the Authority.
 - ii. Any party may challenge any person(s) under the applicability section in this Appendix to the RfP on account of breach/ non-disclosure/ non-recusal after disclosure related to matters of conflict of interest and integrity within 3 weeks of such party gaining such knowledge OR of joining duty/ service by the challenged person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.
 - iii. A final and binding decision on such breach/ non-recusal/ non-withdrawal/ non-resignation following a relevant disclosure/ revelation of relevant fact or challenge shall be taken by the Authority. An adverse decision in this regard by the authority, shall result in the dismissal of the challenged person and the relevant entity/ Bidder from the bid process and the project, debarment for 5 years of the relevant entities from engagements with any governments with the territory of Tamil Nadu and debarment of any related party from participating in any of the related government procurement procedure or if such information is received late, invalidation of the related party’s such proposal as *void ab initio*; as decided by the authority. If otherwise, the person shall continue with his duties/ assignment.
 - iv. The advice/ decisions/ evaluations done by the Authority till such date of decision regarding breach/ recusal/ withdrawal/ dismissal shall be valid except for the fact that the advice/ decision/ evaluations or contribution towards advice/ decisions/ evaluations and the preparations and the interventions during the preparation of the decisions/ evaluations of such recused/ withdrawn/ challenged person shall not be valid.

Competent Authority

- I. The Authority is competent to determine materiality and arrive a decision on whether a conflict of interest and the breach of integrity is proved or not.

Certification

- J. We hereby certify that our Entity/ Entities have been funded from money earned through legitimate means from known sources and such funding has been verified for compliance with the applicable laws of India at all times and also that our international funding, if any, has been FCRA compliant. We shall continue with our due diligence regarding funding in a similar manner for this Project and all other Projects that we are and will be executing currently and in the future. We shall submit to any verification as required by the Authority or the Government of Tamil Nadu/ India or its representatives in this regard.
- K. We hereby certify that all relevant parties related to this Application do not attract the provisions of this pact and all of us shall abide by all the terms and conditions as listed in this “Integrity and Avoidance of Conflict of Interest Pact” at all times.

IN WITNESS WHEREOF THE ENTITIES NAMED BELOW HAVE EXECUTED AND DELIVERED THIS PACT AND CERTIFICATION AS OF THE DATE GIVEN BELOW.

Dated on _____ day of _____, _____ *[insert date of signing]*

ENTITY 1’s NAME	ENTITY 2’s NAME	ENTITY 3’s NAME
Signature	Signature	Signature
Name	Name	Name
Designation	Designation	Designation
Address	Address	Address

In Presence of:

- 1.
- 2.

SIGNED, SEALED AND DELIVERED For and on behalf of:

Place: