



REQUEST FOR PROPOSAL

R.C.No. 2723/C2/EE/SS/2022

**Selection of Firms for providing Monitoring and
Evaluation Services under the Ennum Ezhuthum
Mission**

Department of School Education,
Government of Tamil Nadu

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LETTER OF INVITATION

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

Date: 22nd July 2022

R.C.No. 2723/C2/EE/SS/2022

Assignment Title: Selection of firms for providing Third Party Monitoring and Evaluation Services under Tamil Nadu State Ennum Ezhuthum Mission.

The Samagra Shiksha, School Education Department, Government of Tamil Nadu (hereinafter referred as “Authority”) has been implementing - this Integrated Scheme for Primary School Education to transform the quality of teaching and learning for students from classes 1st -3rd. The goal of the Ennum Ezhuthum mission is to ensure that all students of classes 1st – 3rd in Government schools in Tamil Nadu will read with comprehension and possess basic arithmetic skills.

As a part of this initiative, the Authority invites eligible firms and/ or organizations to indicate their interest in providing their services for providing monitoring and evaluation services in the State Government schools to improve 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, Samagra Shiksha, 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) 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,</p>
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	<p>distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p> <p>(n) “ITB” (this Section 1 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, Presentation, 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</p>

	<p>by the Authority for evaluation of the Proposal.</p> <p>2.4 Misrepresentation by improper response /bydelay 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 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 Bidders 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</p>

	<p>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 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>
<p>5. Corrupt and Fraudulent Practices</p>	<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>
<p>6. Eligibility</p>	<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 it's 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</p>

	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>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 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 in Data Sheet.</p>

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	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.

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 the template provided in Appendix IA in the technical proposal.

Other details required to be furnished by the Bidder as part of Appendix IA of the RfP for EMD are as below:

- 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.
- Bidder's Bank details:

Bank name:

IFSC code:

Bank Account Name:

Bank Account number:

Transaction Reference number:

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.

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.

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>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 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.
<p>12. Proposal Validity</p>	<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</p>

	<p>his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<p>a. Extension of Validity Period</p>	<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>
<p>13. Clarification and Amendment of RfP</p>	<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’s official 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</p>

	submission of bids.
14. Technical Proposal Format and Content	<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>
15. Pre-Bid Meeting	<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

16. Preparation of Proposal	<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> <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> <ol 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.
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	<p>c) The Technical Proposal shall not include any Financial Proposal.</p> <p>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> <p>16.4 Financial Proposal</p> <p>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.</p> <p>b) Service Providers must express the price of their services in Indian Rupees.</p> <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> <p>a) The firm may modify or withdraw its bid before the due date of bid submission.</p> <p>b) No Bid may be modified after the deadline for submission of bids.</p> <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</p>

submission address on or before the **Bid Due Date (BDD)**. No Proposal shall be accepted after the closing time of Proposals.

17.4 The fee should be quoted in the financial bid only, in case found in the Technical bid that will be rejected.

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.

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.

17.7 Submission Address:

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

17.8 Proposal Submission:

Envelop	Contents	Forms
Pre-qualification Envelope	Signed copy of the Request for Proposal (RfP) and EMD (Separately sealed envelope)	Appendix 1/1A Form 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

	<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>
<p>18. Confidentiality</p>	<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>
<p>19. Withdrawal of Bid</p>	<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' authorised 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</p>

	<p>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 of 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> <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.</p>

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. 25.2 If the negotiations fail, the Authority shall inform the

	<p>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</p>

	<p>Guarantee for Performance Guarantee for 12 months and should 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</p>

	<p>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	<p>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.</p>

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 authorised 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</p>
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	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.
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.
32. Force Majeure	<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</p>

	<p>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 event, and shall similarly give notice of the restoration of normal conditions as soon as possible. - 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</p>

	<p>thirty (30) days from the date of the selected Bidder's receipt of the Authority's order.</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 the contract, or any extension thereof granted by the Authority; or - 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, or interests of the Authority and which the Consultant knows to be false- 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 Firm - The Firm 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
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	<p>Consultant’s notice specifying such breach.</p> <ul style="list-style-type: none"> - 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 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.
<p>35. Cessation of Services</p>	<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>
<p>36. Disputes Resolution</p>	<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 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</p>

	continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.
37. Disqualification	<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: StateProject 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</p>

	and financial the component in the ratio of 80:20.													
2.2	The name of the assignment is: RfP for Providing Third Party Monitoring and Evaluation Services under Tamil Nadu State Ennum Ezhuthum Mission. R.C.No. 2723/C2/EE/SS/2022 Date: 22.07.2022													
6.5	Pre-Qualification criteria for all Bidders are as follows:													
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Pre-Qualification (PQ) Criteria</th> <th>Supporting Docs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bidder should be an entity with HQ registered in India under the Societies Act/ Trust Act/Company Act/ LLP Act. Bidder should have been in existence for at least 5 years on the date of publication of tender.</td> <td> <ul style="list-style-type: none"> The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted. </td> </tr> <tr> <td>2</td> <td>Bidders should have a minimum average income/revenue of at least Rs. 1 crore (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21). Note: For this criterion, the aggregate turnover of all members of the consortium will be considered.</td> <td> <ul style="list-style-type: none"> Certificate from Statutory Auditor for the last three years / The Audited Balance Sheet and Profit & Loss Statement for the period. </td> </tr> <tr> <td>3</td> <td>Bidder should have carried out at least two process assessment studies that covered at least 10,000 children or 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).</td> <td> <ul style="list-style-type: none"> A copy of the work orders (dated on or after 20-May-2017) and completion certificates are to be submitted. </td> </tr> </tbody> </table>	Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs	1	Bidder should be an entity with HQ registered in India under the Societies Act/ Trust Act/Company Act/ LLP Act. Bidder should have been in existence for at least 5 years on the date of publication of tender.	<ul style="list-style-type: none"> The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted. 	2	Bidders should have a minimum average income/revenue of at least Rs. 1 crore (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21). Note: For this criterion, the aggregate turnover of all members of the consortium will be considered.	<ul style="list-style-type: none"> Certificate from Statutory Auditor for the last three years / The Audited Balance Sheet and Profit & Loss Statement for the period. 	3	Bidder should have carried out at least two process assessment studies that covered at least 10,000 children or 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).	<ul style="list-style-type: none"> A copy of the work orders (dated on or after 20-May-2017) and completion certificates are to be submitted. 	
Sl. No.	Pre-Qualification (PQ) Criteria	Supporting Docs												
1	Bidder should be an entity with HQ registered in India under the Societies Act/ Trust Act/Company Act/ LLP Act. Bidder should have been in existence for at least 5 years on the date of publication of tender.	<ul style="list-style-type: none"> The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted. 												
2	Bidders should have a minimum average income/revenue of at least Rs. 1 crore (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21). Note: For this criterion, the aggregate turnover of all members of the consortium will be considered.	<ul style="list-style-type: none"> Certificate from Statutory Auditor for the last three years / The Audited Balance Sheet and Profit & Loss Statement for the period. 												
3	Bidder should have carried out at least two process assessment studies that covered at least 10,000 children or 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).	<ul style="list-style-type: none"> A copy of the work orders (dated on or after 20-May-2017) and completion certificates are to be submitted. 												

	<p>4 Bidder should have carried out at least two impact assessment studies that covered at least 10,000 children of 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).</p>	<ul style="list-style-type: none"> • A copy of the work orders(dated on or after20-May-2017) and associated completion certificates are to be submitted.
	<p>5 Bidder should have carried out at least two projects in the education sector in the area of impact assessment in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).</p>	<ul style="list-style-type: none"> • A copy of the work orders(dated on or after20-May-2017) and associated completion certificates are to be submitted.
	<p>6 The Bidder/ all member firms of the consortium should not have been blacklisted by the Government of India/ Tamil Nadu/ other State Governments in India or undertakings/ entities under/ owned by these Governments as on bid submission date.</p> <p>Note: This criterion will apply to each member of the consortium.</p>	<ul style="list-style-type: none"> • Self-declaration in the letter head by authorized signatory to be provided.
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 	

	<p>(7) TECH-4 (8) Earnest Money Deposit/ Bid Security. (9) FIN-1 (10) FIN-2</p>
11.6	<p>Earnest Money Deposit: Rs. 50,000 /- (Rupees Fifty Thousand 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	<p>Proposals must remain valid for 120 days after the Bid Due Date (BDD).</p>
15.1	<p>Pre-bid Meeting:02-08-2022 11:00 am</p> <p>Meeting link can be obtained from the official website by 04-07-2022. a) http://www.tnschools.gov.in, b) http://www.tenders.tn.gov.in</p>
C. Submission, Opening and Evaluation	
16.4	<p>The Bidder must submit: (a) Technical Proposal (b) Presentation (c) Financial Proposal</p>
17.3	<p>Bid Due Date: 23-08-2022 at 11:00 AM</p>
20.1	<p>Bid Opening Date: 23-08-2022 at 03:00 PM</p>
21.1	<p>The Point system for the evaluation of the Full Technical Proposals is as shown in the ToR.</p>

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 authorised representative of the Bidder
TECH-2	Bidder's Organization
TECH-3	Bidder's Experience
TECH-4	Description of Approach and Work Plan for performing the assignment
TECH-5	CVs to be submitted in this format
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	Documentary Evidence to be Submitted	Name of Proof submitted	Evidence at Page. No.	Complie d (Yes/ No)
1	<p>Bidder should be an entity with HQ registered in India under the Societies Act/ Trust Act/ Company Act/ LLP Act.</p> <p>Bidder should have been in existence for at least 5 years on the date of publication of tender.</p>	<p>The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies is to be submitted.</p>			
2	<p>Bidders should have a minimum average income/ revenue of at least Rs. 1 crore (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21).</p> <p>Note: For this criterion, the aggregate turnover of all members of the consortium will be considered.</p>	<p>Certificate from Statutory Auditor for the last three years / The Audited Balance Sheet and Profit & Loss Statement for the period.</p>	<p>FY 18-19 (<i>enter figure in INR</i>)</p> <p>FY 19-20 (<i>enter figure in INR</i>)</p> <p>FY 20-21 (<i>enter figure in INR</i>)</p>		
3	<p>Bidder should have carried out at least two process assessment studies</p>	<p>A copy of the work orders (dated on or after 20-May-2017) and completion</p>	<p>Work order/ Completion Certificate of Project 1</p>	<p>Evidence of value of Project 1 (<i>in INR</i>)</p>	

Sl No.	Pre-Qualification (PQ) Criteria	Documentary Evidence to be Submitted	Name of Proof submitted		Evidence at Page. No.	Completed (Yes/No)
	that covered at least 10,000 children or 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).	certificates are to be submitted.	Work order/ Completion Certificate of Project 2	Evidence of value of Project 2 (<i>in INR</i>)		
4	Bidder should have carried out at least two impact assessment studies that covered at least 10,000 children or 5 districts in any state in India worth at least Rs. 25 lakh each in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).	A copy of the work orders (dated on or after 20-May-2017) and completion certificates are to be submitted.	Work order/ Completion Certificate of Project 1	Evidence of value of Project 1 (<i>in INR</i>)		
			Work order/ Completion Certificate of Project 2	Evidence of value of Project 2 (<i>in INR</i>)		
5	Bidder should have carried out at least two projects in the education sector in the area of impact assessment in any of the past 5 years (FY 17-18, FY 18-19, FY 19-20, FY 20-21, FY 21-22).	A copy of the work orders (dated on or after 20-May-2017) and completion certificates are to be submitted.	Work order/ Completion Certificate of Project 1			
			Work order/ Completion Certificate of Project 2			
6	The Bidder/ all member firms of the consortium should not have been blacklisted by the Government of India/ Tamil Nadu/ other	Self-declaration in the letter head by authorised signatory to be provided.				

Sl No.	Pre-Qualification (PQ) Criteria	Documentary Evidence to be Submitted	Name of Proof submitted	Evidence at Page. No.	Complie d (Yes/ No)
	<p>State Governments in India or undertakings/ entities under/ owned by these Governments as on bid submission date.</p> <p>Note: This criterion will apply to each member of the consortium.</p>				

Note:

- Any bid received with loose sheets, that are not neatly bound with consecutive page numbers and a Table of Contents **will be immediately rejected by the Authority.**
- Bids received with incorrect reference to page numbers (in the Forms submitted) will also be immediately rejected, **even if the necessary proof is included at other non-referenced pages in the bid.**
- No representations or clarifications will be entertained in this regard by the Authority.

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 Monitoring and Evaluation Services under the Ennum Ezhuthum Mission 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 hereby accept 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, to sign the Agreement and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorised Signature{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 Firm address}

Phone/fax: {insert the authorized representative's phone and fax number}

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 No.	Particulars	Documents to be provided	Page. 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 General 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 May 2022). 	
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**

1. List only previous similar assignments successfully completed (as per requirements specified in Data Sheet).
2. List only those assignments for which the Bidder was legally contracted by the Client as a company. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should substantiate the claimed experience by presenting copies of work orders as an annexure to the proposal.

Sl.	Assignment name	Name of Client and State	Is this Process / Impact Evaluation Study/ Both	Was this in the Education Sector <u>AND</u> with a Public Entity?	Was this in the Primary Education Sector AND with a Public Entity?	Was it done at the same scale as TN	If yes, provide proof of scale of project	Reference to the documentary proof submitted for the assignment (mention ref. page no.)

**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. Understanding of the project objectives, outcome, and intent.
- B. Proposed Approach and Methodology.
- C. Work Plan.
- D. Relevance of experience of the firm and individuals to the project.
- E. Organisation and staffing.

A. Understanding of the project objectives, outcome, and intent: In this section, the firm should explain a detailed understanding of the project objectives, outcomes, and intent.

B. 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.

C. 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.

D. Relevance of experience of the firm and individuals to the project: In this section, the firm should explain the previous experience related to the scope of work. It should also explain the experience of each individuals of the team related to the project objectives.

F. 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.

**FORM TECH-5
CURRICULUM VITAE (CV)**

Proposed Position				
Name of Firm				
Name of Expert				
Date of Birth		Citizenship		
Education	Institute, Location	Year of Passing	Degree / Diploma	
Membership in Professional Associations				
Other Training				
Countries of Work Experience				
Languages	Language	Speaking	Reading	Writing
Brief Profile				
Employment Record				
	From:		To:	
	Employer:			
	Position Held:			
Detailed Tasks Assigned	Work undertaken that best illustrates capability to handle the tasks assigned			
	Name of assignment: Year: Location: Client: Main project features: Positions held: Activities performed:			
CERTIFICATION				
I, the undersigned, hereby certify to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Signature of expert or authorized representative of the firm:		Date: Day/Month/Year		

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 faithfully,

Authorized Signature [In full and initials]:

Name and Title of
Signatory:

Name of Firm and
Address:

FORM FIN-2
SUMMARY OF COSTS

Sl. No.	Deliverable Milestone	Tentative Timeline	% Payment	Amount (Rs.)
1	Impact Evaluation		50%	
1-a	Submission of final assessment framework, assessment tools, sample design and detailed implementation plan for impact evaluation	T0+2 months	20%	
1-c	Submission of detailed final report on baseline assessment	T0+4 months	10%	
1-e	Submission of detailed final report on midline assessment	T0+22 months	10%	
1-g	Submission of detailed final report on endline assessment	T0+36 months	10%	
2	Process Evaluation		50%	
2-a	A detailed evaluation framework, design and methodology for process evaluation, with associated activity-wise time frames for process evaluation.	T0+3 months	20%	
2-c	Submission of a detailed report (final draft) on findings from first evaluation – Spell 1.	T0+11 months	10%	
2-e	Submission of a detailed report (final draft) findings from second evaluation – Spell 2.	T0+23 months	10%	
3	Expenses	-	-	
4	TOTAL (Rs.)			
5	GST		_____ %	
6	GRAND TOTAL (Incl. of GST)			

Note: For the purpose of financial comparison, the TOTAL as per Sl. 4 will be considered.

FORM FIN-2A
BREAK UP OF Costs QUOTED

These rates shall be used only in case of enhancement/ reduction in scope of work.

Sl.	Cost Head	Rate/ Day	No. of Man-Days	Cost (Rs.)
Deliverable No. 1:				
1	Project Manager			
2	PI			
3	Resource 1			
4	Resource 2			
5	Resource 3			
6	Expenses			
7	TOTAL			
Deliverable No. 2:				
1	Project Manager			
2	PI			
3	Resource 1			
4	Resource 2			
5	Resource 3			
6	Expenses			
7	TOTAL			
Expenses				
1	Travel			
2	Stay			
3	Food			

Note: Man-month shall be computed on a 22 days basis. Man-day shall be man-month/ 22.

Section 4. Terms of Reference

A. Background

Samagra Shiksha 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.

As per SLAS 2019, nearly 44% of children are below grade-level in language and nearly 50% of children are below grade-level in mathematics. As per ASER 2019, only 32% of Class 3 children can read words like “நரி”/ “fox” and only 19% of Class 3 children can subtract “66-48”. To realize the vision for Tamil Nadu, it is imperative to adopt a targeted projectbased approach to improve the learning outcomes, quality and equity dimension for the school education. Among other education initiatives, one of the key long term missions for the state is the Ennum Ezhuthum Mission.

The Ennum Ezhuthum Mission has been designed to transform the quality of teaching and learning in std. 1, 2 and 3 in the state. The goal of the Ennum Ezhuthum mission is to ensure that all students in government schools in Tamil Nadu will read with comprehension and possess basic arithmetic skills. Towards this, under the academic leadership of the State Council of Educational Research and Training (SCERT), the Ennum Ezhuthum Mission shall commence from the academic year 2022-23 across all districts of Tamil Nadu.

The mission focuses on empowering all children to read and comprehend grade-level text and to carry out grade level arithmetic operations by Standard 3. Research indicates that if a child is unable to reach a certain degree of grade-level competency by the end of Standard 3, the learning gap will only further deepen, perpetuating inequity and economic loss. Research shows that addressing these learning deficits gets only increasingly difficult as the students progress through the system.

In order for the mission to achieve its goal, a continuous and effective M&E process should take place. A third party organisation will have a key role in conducting a rigorous evaluation across the state of Tamil Nadu to assess the impact of the Ennum Ezhuthum Mission. The Department of School Education, Tamil Nadu invites eligible organisations to apply for providing monitoring and evaluation services under the Ennum Ezhuthum Mission and other identified Education Quality improvement missions.

B. Overview of the Requirement

The organisation selected through this RFP is expected to deliver a range of services to Samagra Shiksha (Government of Tamil Nadu). It covers end-to-end monitoring and evaluation services across Ennum Ezhuthum Mission and other identified education initiatives to improve learning outcomes. The monitoring and evaluation services covered a mixed methods evaluation of the Ennum Ezhuthum Mission to measure the following objectives:

- To measure the overall impact on student learning outcomes.
- To measure the incremental impact of various inputs on student learning outcomes.
- To assess and refine the mission's processes to achieve the outcomes through a qualitative study.

The organisation is also expected to work closely with the external partners onboarded by Samagra Shiksha. The following are the key components of the evaluation.

a. Impact Evaluation Design (Quantitative)

The goal of the mission is to ensure that all children in Tamil Nadu are able to read with comprehension and possess basic arithmetic skills by age 8. Towards this we need to design an impact evaluation study that will span across three years to measure the effectiveness of the mission.

a.1 Scope of the Impact Evaluation Design (Quantitative):

The following table explains the overall scope of the study in Tamil Nadu.

Sl. No.	Category	Scope
1	Districts	38
2	Number of teachers	1, 37, 725
3	Number of HMs	45, 798
4	Number of students	15, 78, 588
5	Subjects	Tamil, English and Maths
6	Duration	3 years

The impact evaluation should be able to inform the state regarding the following details:

1. Percentage of children Grade 3 children at Level-1,2,3.
2. Percentage of children Grade 2 children at Level-1,2.
3. Percentage of children Grade 1 children at Level-1.

The assessment tools for these shall be developed based on the Tamil Nadu Curricular Framework (2017).

a.2 Process Evaluation Design

The M&E process would be conducted through the various key components of the project periodically, until the end of the mission. The key objective of the process evaluation are as follows:

- I. Understand the implementation challenges from a multi-grade, multi-level perspective.
- II. Identify best practices that currently overcome incumbent challenges in multi-grade, multi-level contexts for teachers.
- III. Assess and document the suitability of curriculum, robustness of the assessments and rubrics used, and quality of collaterals like workbooks, training videos and handouts.

Based on the process evaluation, provide recommendations that will help build processes and structure for strengthening the state-wide implementation of the mission. Brief descriptions of the key inputs that can be included in the M&E process evaluation are provided below:

Sl.	Category	Inputs
1	Curriculum and Material Development	a) Everyday timetable, week-wise and day-wise course plan.
		b) A classroom instruction model where students are put in level-based groups.
		c) Cyclic measurement of academic performance (Formative)
		d) Summative measurement of academic performance
		e) Create a Foundational Learning Outcome framework aligned to the outcome indicators

Sl.	Category	Inputs
		<p>f) Create a Teachers' handbook with support of SCERT</p> <p>g) Create levelled Workbooks for students with support of SCERT</p> <p>h) Creation and distribution of EnnumEzhuthum Kits</p>
2	Training and Capacity Building	<p>a) Pre-launch training for all primary school teachers.</p> <p>b) Creation of training courses aligned to critical indicators.</p> <p>c) Beginning of the year training (blended approach) for Teachers, HMs, and Resource Persons (RPs).</p> <p>d) Monthly Cluster Level Trainings for Teachers and HMs.</p> <p>e) Conduct termly administrative training for BRTE, BEO, DEO, ADPC, APO, DC, CEO, Dist. Collector, State.</p>
3	Data for Governance	<p>a) TNVN V4.0 App to measure indicators during classroom observations.</p> <p>b) Ennum Ezhuthum Tracker App V 1.0 for teachers to record and track classroom data.</p> <p>c) The Ennum Ezhuthum V1.0 (Universal) dashboard - a combined one stop dashboard.</p> <p>d) Monitoring data-veracity (by state).</p> <p>e) Review meetings will be conducted and a review meeting statistics tracker (V1.0) will be created.</p>
4	Community Mobilisation	<p>a) A user-friendly parent app</p> <p>b) School-level display boards and student report cards</p> <p>c) Home Learning support for students and parents</p> <p>d) A district level event called "Ennum Ezhuthum Vizha" will be conducted.</p>

C. Detailed Programme Design

The following is the detailed programme design.

1. Salient features of the Mission

It should include monitoring of following features of the mission:

i. Integrated learning

The mission advocates for an integrated approach to building scientific temperament and social skills through language instruction backed by seminal research conducted in the field of education. Hence, the subjects taught in every primary school across the state will be as follows:

- Tamil (with integrated themes from EVS).
- English (with integrated themes from EVS).
- Mathematics (with integrated themes from EVS).

The firm need to develop evaluation criteria to measure the desired capabilities of the above listed subject is achieved by the children studying in the 1st to 3rd class. The firm also needs to provide suggestions to improve the learning outcomes.

ii. Classroom diagnostic assessments conducted by teachers

- a) At the beginning of the year, Baseline Assessment to group children based on learning need shall be conducted by the teachers.
- b) The teacher will conduct the assessment using the Ennum Ezhuthum App which will provide the list of students in level-based groups.
- c) Such diagnostic checks are conducted at the end of every term.
- d) Content for conducting these assessments will be provided in the teacher handbook and the Ennum Ezhuthum App.

2. Monitoring and Evaluation of Curriculum and Material Development

i. Teacher Handbooks

The development of teacher handbooks shall be under taken by the Academic Resource Group established by the SCERT and will be reviewed by the subject matter experts assigned for each subject. The teacher handbooks are envisioned to be a one-stop resource that meets the needs of the teacher. The handbooks will also have QR-codes that have videos to empower the teachers to use the handbook effectively.

ii. Levelled Workbooks

- a) The development of levelled work books shall be undertaken by the Academic Resource Group established by the SCERT who would support both material development and the planning and execution of the orientation training.

The firm should evaluate the use of these books as per guidelines of the mission and report its effectivity through the process evaluations.

3. Development and implementation of the use of EnnumEzhuthum (EE) Kit

EE Kit developed by SCERT will aid instruction & learning inside the classroom. The kit will aid the following activities in class:

- a) Whole class activities like storytelling, concept introduction, etc.
- b) Teacher-led Group activities like word games, number games etc.
- c) Peer activities like addition with manipulatives and pictures etc.

The firm shall evaluate the usage of these kits and their effectiveness through the process evaluations.

4. Development of a Detailed Plan for Training and Capacity Building

A holistic plan for Teacher Professional Development has been developed to ensure that teacher training is planned across the year. An effective evaluation plan should be developed by the firm to measure the outcomes of the training and collect qualitative feedback from the teachers. The firm should also provide solution to backward/tribal blocks of the district where communication is a measure problem. The firm should submit the plan for evaluating the following trainings:

i. Cluster Level Training

- a) The firm should monitor a one day training conducted every month for the teachers to understand the status of the project & sharing success stories.
- b) The teachers are also given space to share the areas of development identified through classroom observations.

ii. Administrative Training

- a) A One day orientation meeting will be conducted at the beginning of the year in all the districts, to introduce the monitoring mechanisms of the EE Mission to all the administrators in the state.
- b) Subsequently, there will be a termly refresher training conducted in all the districts

5. Undertaking Monitoring and Evaluation of Data Governance

The progress of the mission is regularly monitored and evaluated by introducing technology. Some of the key modules developed for the mission are as follows:

i. EE App- Mobile application

- a) The Ennum Ezhuthum App will help the teacher to group the students into level-based groups based on the data entered.
- b) Supports the teacher to plan, execute their lessons and keep track of the assessment progress of the students.

ii. EE Dashboard

- a) The Ennum Ezhuthum dashboard will visualise data exclusively on classroom practices and student outcomes.
- b) This dashboard will enable the teachers, HMs and RPs to periodically review teaching and learning performance to learn and plan for the monthly training.

iii. Review Meeting Statistics

- a) The review meeting statistics tracker ensures that it captures data from all the review meetings that are organised and conducted at the state and district level.

iv. System Generated reports

- a) The System Generated Reports would be specific to different stakeholders such as CEOs, DEOs, BEOs, BRTEs, HMs and teachers.
- b) The Reports would focus on the parameters discussed during the review meetings.
- c) Regular review meetings will be conducted based on the data that is derived from the above mentioned applications and dashboards.

6. Community Awareness

The mission aims to involve the community in the implementation of the program to ensure that providing quality education becomes a collective responsibility.

i. School Level Display

- a) EE achievement chart for each school shall be created which will be displayed by the school. So that all stakeholders can view their school's EE achievement level.

ii. Student Report Cards

- a) Holistic report cards will be provided to the students. Report card shall include both academic and extracurricular achievements.

iii. Home learning Support

- a) The QR codes will be displayed in the textbooks can be used by the students to reinforce their learning while at home, especially during lockdowns.

iv. Ennum EzhuththumVizha

- a) Conduct vizhas at the village level by leveraging the support of village level and panchayat officers in the district.
- b) The vizha will still create a sense of pride among the community and raise awareness on the importance of EE Mission and targets by leveraging the SMC and other institutional levers.

D. Detailed Scope of Work

In line with the above (Section C), the scope of work for this engagement shall be as follows:

1. To design and implement a large-scale assessment to measure the overall impact on student learning outcomes (Quantitative)
 - a. Percentage of children Grade 3 children at Level-1,2,3
 - b. Percentage of children Grade 2 children at Level-1,2
 - c. Percentage of children Grade 1 children at Level-1
2. To ensure that the sample design allows the Authority to understand the incremental impact of various inputs on student learning outcomes (Quantitative)
3. Design and implement a process evaluation plan to evaluate the effective implementation of salient features and the programme design of the Mission (Qualitative).
 - a. Draft a detailed methodology, study design, analytical framework, and activity wise time frame of the study in consultation with relevant stakeholders.
 - b. Assess and refine the mission's processes to achieve the outcomes through a qualitative study.
4. Study and evaluate/appraise the impact of the mission on the targeted beneficiaries/sectors/areas (Qualitative).
 - a. Assess whether the initiative's structure, design, features, guidelines and targeted deliverables satisfy the developmental needs of the state.

5. Identify bottlenecks and gaps in the ground-level implementation of the initiative, and make relevant recommendations to address the same.
 - a. Challenges in terms of the objectives and its relevance to the target audience.
 - b. Challenges in terms of reachability of all the components to the indicated target audience (i.e. students).
 - c. Relevance of all components/ activities in the initiative at the ground level.
6. Undertake any additional parameters to be covered which may emerge during discussion/ interaction in the course of above work, comprising of (but not limited to) the following:
 - a. Beneficiaries at the State and District-level, specifying details of urban/rural, male/female etc.

E. Deliverable Milestones and Payment Schedule

Sl.	Deliverable Milestone	Tentative Timeline	% Payment
1	Impact Evaluation		50%
1-a	Submission of final assessment framework, assessment tools, sample design and detailed implementation plan for impact evaluation	T0+2 months	20%
1-b	Completion of baseline assessment	T0+3 months	-
1-c	Submission of detailed final report on baseline assessment	T0+4 months	10%
1-d	Completion of midline assessment	T0+21 months	-
1-e	Submission of detailed final report on midline assessment	T0+22 months	10%
1-f	Completion of endline assessment	T0+35 months	-
1-g	Submission of detailed final report on endline assessment	T0+36 months	10%

Sl.	Deliverable Milestone	Tentative Timeline	% Payment
2	Process Evaluation		50%
2-a	A detailed evaluation framework, design and methodology for process evaluation, with associated activity-wise time frames for process evaluation.	T0+3 months	20%
2-b	Completion of Process Evaluation - Spell 1.	T0+9 months	-
2-c	Submission of a detailed report (final draft) on findings from first evaluation –Spell 1.	T0+11 months	10%
2-d	Completion of Process Evaluation - Spell 2.	T0+21 months	-
2-e	Submission of a detailed report (final draft) findings from second evaluation –Spell 2.	T0+23 months	10%

F. Proposal Evaluation

F.1. Technical Evaluation Criteria (100 Marks)

Sl.No	Criteria	Maximum score
1	Firm Credentials	20
2	Profiles of Individuals on Team (CVs)	30
3	Presentation	50
	TOTAL	100

Details of each evaluation criteria for technical evaluation are as in the table below:

Sl.No.	Criteria	Particulars of Scoring
1	Firm Credentials	20 Marks
1-a	No. of impact evaluation/ assessment studies (10 points)	<ul style="list-style-type: none"> • >2 to 5 projects: 1 points. • >5 projects: 2 points. • Additional points if projects were carried out in the education sector with a public sector entity (maximum of 3 points; one point per project). • Additional 1 point for each study in Primary Education

Sl.No.	Criteria	Particulars of Scoring
		<p>with a public sector entity (maximum of 3 points; one point per project).</p> <ul style="list-style-type: none"> • Additional 2 points if the studies were done at the same scale as in Tamil Nadu(maximum of 2 points; 0.5 points per project).
1-b	No. of process evaluation/ assessment studies (10 points)	<ul style="list-style-type: none"> • > 2 to 5 projects: 1points. • > 5 projects: 2 points. • Additional points if projects were carried out in the education sector with a public sector entity (maximum of 3 points; one point per project). • Additional 1 point for each study in Primary Education with a public sector entity (maximum of 3 points; one point per project). • Additional 2 points if the studies were done at the same scale as in Tamil Nadu(maximum of 2 points; 0.5 points per project).
2	Profiles of Individuals on Team (CVs)	30 Marks
2-a	Project Manager – 1 No. (15 points)	<ul style="list-style-type: none"> • Should have Post Graduate Degree in Management/ Economics/ International Development/ Sociology/ Entrepreneurship or equivalent. • If any formal recognised qualification in impact assessment / process assessments (1 point). • Should have the ability to converse fluently and undertake reviews in English and Tamil. • At least 7 years’ experience in education sector as a Project Manager involved in leading and managing projects of similar scale involving state wide design and roll out in the public sector. (5 points) <ul style="list-style-type: none"> ○ < 2 projects: 1points ○ 2 to 3 projects: 2 points ○ >3 to5 projects: 3 points ○ > 5 projects: 5 points • Should have led process or impact assessment studies. (8 points) <ul style="list-style-type: none"> ○ Process Studies ○ < 2 process studies: 1 points ○ 2 to 3 process studies: 2 points

Sl.No.	Criteria	Particulars of Scoring
		<ul style="list-style-type: none"> ○ >3 to 5 process studies: 3 points ○ > 5 process studies: 4 points ○ Impact Assessment Studies ○ < 2 process studies: 1 points ○ 2 to 3 process studies: 2 points ○ >3 to 5 process studies: 3 points ○ > 5 process studies: 4 points <ul style="list-style-type: none"> ● Demonstrated understanding of the Education sector – in the public sector space [1 point].
2-b	Principal Investigator (PI) – 1 No. (7.5 points)	<ul style="list-style-type: none"> ● Should have Master’s degree in development economics, econometrics, statistics, applied sociology or similar field (1 point). ● Should have a minimum of 10 years overall experience, of which a minimum of 5 years’ experience is in monitoring, evaluation and impact assessment and in project management roles (maximum 2.5 points for relevant experience). <ul style="list-style-type: none"> ○ 5 years: 0.5 point. ○ > 5 to 6 years: 1 points. ○ > 6 years: 2.5 points. ● Should have led at least 3 similar projects (in scale) in the education space and a demonstrated understanding of the education sector in the public sector space (0.5 point). ● Should have the ability to converse fluently and undertake reviews in English and Tamil (maximum 0.5 point for English and Tamil combined).
2-c	<p>On-ground Assessment Team (7.5 points; 2.5 points each)</p> <p>The on-ground team shall comprise of three on-ground assessment associates.</p> <p>Scoring shown alongside is for</p>	<ul style="list-style-type: none"> ● Should have a Bachelor’s degree with 3+ years of experience in conducting process/ impact evaluation studies. ● Should have the ability to converse fluently and undertake reviews in English and Tamil. ● Should have been a part of process or impact assessment studies. (2 points) <ul style="list-style-type: none"> ○ Process Studies ○ 1 to 2 process studies: 0.25 points ○ > 2 to 3 process studies: 0.5 points ○ > 3 process studies: 1 points ○ Impact Assessment Studies

Sl.No.	Criteria	Particulars of Scoring
	each of the three on-ground staff.	<ul style="list-style-type: none"> ○ 1 to 2 process studies: 0.25 points ○ > 2 to 3 process studies: 0.5 points ○ >3 process studies: 1points <ul style="list-style-type: none"> • Should have worked on at least one process or impact evaluation project, of similar scale, and complexity (0.5 points).
3	Presentation	50 Marks
3	Detailed presentation on the project.	<ul style="list-style-type: none"> • Proposed approach to this process assessment study: 5 points. • Proposed approach to impact assessment study: 5 points. • Demonstration of a case study of one past project to be explained for 15 minutes – approach, challenges, interesting inferences drawn (additional weightage for non-intuitive inferences), model outputs, questionnaire used samples. <i>Only those case studies should be shown where at least 2 of the proposed 5 team members were involved from end-to-end of the study. (4 points each X 5 requirements = 20 points)</i> • Demonstrated evidence of ability to handle large data and sample sizes (5 points). • Detailed Table of Contents (ToC) for process study report and impact evaluation study report (10 points). • Randomised Q&A with any member at the presentation on matters related to this project (5 points).

F.2. Process and Methodology of Evaluation

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

- 1) Financial bid of only those bidders with **at least 75 out of 100 marks** in technical evaluation will be considered. Firms scoring more or equal to 75% will be considered as the “Qualified firm”.
- 2) 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. $FP = (LFB/P \times 100)$.
- 3) Proposals of the Qualified firm(s) will be ranked according to their combined score of Technical Proposal (TP) and Financial Proposal (FP) scores. The weightage given to technical (Tw) and financial (Fw) proposals are as follows: Tw = 80% and Fw =20%; **Combined total score = (TP x Tw) + (FP x Fw).**

- 4) The firm with highest combined score will be selected. 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.
- 5) 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.
- 6) To facilitate evaluation of proposals, the Directorate may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Directorate for this purpose. Any request for clarifications and all clarification(s) in response thereto shall be in writing.
- 7) If an applicant does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Directorate may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

Appendix-I: EMD and Performance Bank Guarantee Format

To
State Project Director,
Samagra Shiksha Office,
DPI Campus, College Road,
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. (Rupees _____ only) 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,
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: General 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, Government of Tamil Nadu, representing us in all matters before the Samagra Shiksha Office, Department of School Education, Government 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, Government 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, Government of Tamil Nadu.

AND we hereby agree to 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 General 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 Firm

**Project Name: ENGAGEMENT OF SERVICES FOR MONITORING AND EVALUATION OF
ENNUM EZHUTHUM MISSION**

CONTRACT FILE NO. _____

BETWEEN

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

AND

(Name of the Firm)

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract for Firm") 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 Firm]* (hereinafter called the "Firm").

WHEREAS

- (a) The Authority has requested the Firm to provide certain services as defined in this Contract (hereinafter called the "Services");
- (b) The Firm, 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 Firm
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 Firm shall be as set forth in the Contract, in particular:
 - a. The Firm shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Authority shall make payments to the Firm 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:

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

For and behalf of the Firm

Name:

(Only authorized representative of Firm should sign)

Signature:

Name of the Firm

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/ Firm (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 the 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 put 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 between 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 fulfillment of the Bidder/ Selected Bidder's duty or may give the appearance of interfering materially with this fulfillment.

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 within 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 at a decision on whether a conflict of interest and a 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: