



## **REQUEST FOR PROPOSAL**

**RfP No: 0408/A2/Vehicle/SS/2023**

### **Empanelment of Vendors for Providing Vehicles for the Use of Officials of the State Project Directorate, Samagra Shiksha on a Rate Contract Basis**

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Government of Tamil Nadu

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Issued on: 03-March-2023

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## LETTER OF INVITATION

**State Project Director,**  
Samagra Shiksha Office,  
Professor Anbazhagan Education Campus,  
College Road, Nungambakkam,  
Chennai, Tamil Nadu 600006.

**Date:** 03 March 2023

**RfP Reference: 0408/A2/Vehicle/SS/2023**

**Assignment Title:** Empanelment of Vendors for Providing Vehicles for the Use of Officials of the State Project Directorate, Samagra Shiksha on a Rate Contract Basis.

As a part of this initiative, the Authority invites eligible firms and/ or organizations to indicate their interest in providing their services for the hiring of vehicles for the use of officials of the State Project Directorate, Samagra Shiksha.

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

The RfP comprises of the following 4 sections:

Section 1: Instruction to Bidders 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 Office,  
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 it is not possible for the Authority to 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 own 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 for any other costs or other expenses incurred by the bidder in preparation or in 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

<b>1. Definitions</b>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth 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., State Project Director of the concerned project, Samagra Shiksha, Department of School Education, Government of Tamil Nadu.</p> <p>(d) "Bidder" means an individual firm interested in bidding for this assignment in line with the terms and conditions for this assignment.</p> <p>(e) "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>(f) "Data Sheet" means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(g) "Day" means a calendar day.</p> <p>(h) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(i) "In writing" means communicated in written form (e.g., by mail, e-mail, Google Forms, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p> <p>(j) "ITB" (this Section 1 of the RfP) mean the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(k) "Proposal" means the Technical Proposal of the bidder.</p> <p>(l) "RfP" means this Request for Proposal prepared by the Authority for the selection of bidder.</p> <p>(m) "Services" means the work to be performed by the <b>Vendor</b> pursuant to the Contract.</p> <p>(n) "Tender Accepting Authority" means the State Project Director, Samagra Shiksha.</p> <p>(o) "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 bidder, and expected</p>
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	<p>outcomes.</p> <p>(p) "Vendor" means a legally established professional firm or an entity that may provide or provides the Services to the Authority under the Contract.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the <b>Data Sheet</b> for the services required for this assignment. 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, in accordance with 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 style="padding-left: 40px;">2.3.1 At any time, a material misrepresentation is made or discovered, or</p> <p style="padding-left: 40px;">2.3.2 The Firm does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.</p> <p>2.4 Misrepresentation by/ improper response by/ delay or non-submission of supplemental information required from the Firm may lead to the disqualification of the firm. The firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation, visits to 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 entities/ Firms who wish to bid must fulfill the prerequisites for prequalification as shown in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></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 own corporate interests and acting without any consideration for future work as per the Integrity and Avoidance of Conflict-of-Interest Pact as per Appendix IV to this RfP.</p> <p>3.2 The Bidder has an obligation to 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</p>

	<p>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>
<b>a. Conflicting projects</b>	(i) <u>Conflict among projects:</u> A Bidder shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
<b>b. Conflicting relationships</b>	(iii) <u>Relationship with the Authority's staff:</u> a Bidder that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	<p>4.1 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 <b>Data Sheet</b> 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>4.2 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>
<b>5. Corrupt and Fraudulent Practices</b>	<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 auditors appointed by the Authority.</p>

<p><b>6. Eligibility</b></p>	<p>6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ de-barred 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>6.4 To establish eligibility, the Government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the Government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the Government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the Government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p> <p>6.5 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>
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**B. PREPARATION OF PROPOSALS**

<p><b>7. General Considerations</b></p>	<p>7.1 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 rejection of the Proposal.</p>
<p><b>8. Cost of Preparation of Proposal</b></p>	<p>8.1 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 prior to Contract award, without thereby incurring any liability to the Bidder.</p>
<p><b>9. Language</b></p>	<p>9.1 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 <b>Data Sheet</b>.</p>
<p><b>10. Documents</b></p>	<p>10.1 The Proposal shall comprise the documents and forms listed in</p>

Comprising the Proposal	the <b>Data Sheet</b> .
<p><b>11. Earnest Money Deposit</b></p>	<p>11.1 Every bidder participating in the bidding process must furnish the required Earnest Money Deposit (EMD) as specified in the Request for Proposal. Bids received without the specified Earnest Money Deposit shall be summarily rejected.</p> <p>11.2 Form of EMD: The EMD will be paid either through NEFT or from bidder’s branch or online through NEFT and a scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer will have to be submitted as per template provided in Appendix IA in the technical proposal.</p> <p>Other details required to be furnished by the bidder as part of Appendix IA of the RfP with respect to EMD are as below:</p> <ul style="list-style-type: none"> <li>• Proof of EMD paid: scan/ copy of DD/ transaction challan from bank/ transaction receipt of online NEFT transfer.</li> <li>• The details given in the following format typed against purpose/ comments/ subject: Samagra Shiksha-EMD-bidder name.</li> <li>• Bidder’s Bank details: <ul style="list-style-type: none"> <li>– Bank name:</li> <li>– IFSC code:</li> <li>– Bank Account Name:</li> <li>– Bank Account number:</li> <li>– Transaction Reference number:</li> </ul> </li> </ul> <p>11.3 The EMD amount shall be paid to the Bank account mentioned in the <b>Data Sheet</b> with the purpose/ subject/ comments as Samagra Shiksha-EMD-bidder name.</p> <p>11.4 The bidder may go to their branch and provide the account details of the Authority given in the paragraph above. The branch will do the NEFT transaction and provide the transaction reference number which has to be mentioned in the response AND copy of the transaction challan from the bank has to be scanned and attached along with the application.</p> <p>11.5 NEFT from account online: The bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments “Samagra Shiksha-EMD-bidder name” should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of transaction receipt should be attached along with the response.</p> <p>11.6 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</p>

	<p>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 signing of 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 back 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"> <li>– When the bidder withdraws or modifies his bid proposal after opening of bids.</li> <li>– When the bidder does not execute the agreement after placement of order within the specified time.</li> <li>– When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.</li> </ul>
<p><b>12. Proposal Validity</b></p>	<p>12.1 <b>The Data Sheet</b> 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 Technical Proposal and the Financial Proposal without any change.</p> <p>12.3 N/A.</p>
<p><b>a. Extension of Validity Period</b></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 prior to 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><b>13. Clarification and Amendment of RfP</b></p>	<p>13.1 At any time before the submission of Proposals, the Authority may, for any reason, whether on its own initiative or in response to a clarification requested by any firm, modify the RfP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be sent only by email or shall be uploaded on</p>

	<p>the Authority's website.</p> <p>13.2 Authority may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.</p> <p>13.3 Firms may request clarification(s) on any item of the RfP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent by electronic mail (email) indicated in the Data Sheet. Authority will respond only by email to such requests and/or will upload the response on the Authority office's website - <a href="https://www.tnschools.gov.in">https://www.tnschools.gov.in</a> (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 &amp; any amendments/ corrigendum/modification will be notified on our website only and such modification will be binding on them.</p> <p>13.5 In order to allow service providers reasonable time to take the amendment into account in preparing their bids, Authority at its discretion, may extend the deadline for the submission of bids.</p>
<p><b>14. Technical Proposal Format and Content</b></p>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 2 of the RfP and shall comprise the documents listed in the <b>Data Sheet</b>. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive and rejected.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP. It shall list all costs associated with the assignment.</p>
<p><b>15. Pre-Bid Meeting</b></p>	<p>15.1 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.</p> <p>15.2 Firms shall submit their pre-bid queries to the Authority by filling in the following link (<a href="https://forms.gle/tDgPsQNnRJSXYPZr7">https://forms.gle/tDgPsQNnRJSXYPZr7</a>) and uploading the queries into the form only in the template specified in <b>Appendix V</b>.</p> <p>15.3 The queries shall be submitted <b>at least four days</b> prior to the pre-bid meeting. The pre-bid meeting details are provided in the <b>Data Sheet</b>.</p> <p>15.4 Firms are requested to send their pre-bid queries to the email at least four days prior to the pre-bid meeting. The pre-bid meeting details are provided in the <b>Data Sheet</b>.</p>

**C. PREPARATION, SUBMISSION, OPENING AND EVALUATION**

<p><b>16. Preparation of Proposal</b></p>	<p>16.1 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant itself. Any such corrections must be initiated by the person or</p>
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	<p>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 <b>Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>b) Technical proposals should follow the prescribed Standard Forms provided in Section 2.</li> <li>c) The Technical Proposal shall not include any Financial Proposal.</li> </ul> <p>16.4 <b>Financial Proposal:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>b) Bidders must express the price of their services in Indian Rupees (INR) only.</li> </ul> <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 <b>Modification/ Withdrawal of the Bid:</b></p> <ul style="list-style-type: none"> <li>a) Firm may modify or withdraw its bid before the due date of bid submission.</li> <li>b) No Bid may be modified after the deadline for submission of bids.</li> <li>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.</li> </ul>
<p><b>17. Submission of Proposals</b></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 90 days from the last date of</p>

	<p>bid submission.</p> <p>17.3 The completed Proposal must be delivered at the submission address on or before the <b>Bid Due Date (BDD)</b>. No Proposal shall be accepted after the closing time of Proposals.</p> <p>17.4 Interested bidders shall submit all pages duly signed along with the requirement as specified in the tender schedule on or before the <b>Bid Due Date (BDD)</b>.</p> <p>17.5 The fee should be quoted in the financial bid only, in case found in the Technical bid that will be rejected.</p> <p>17.6 Prior to the evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RfP at each evaluation stage. The Authority may, at its sole discretion, reject any Proposal that is not responsive hereunder. The Authority reserves all rights to accept or reject any proposal without assigning any reason.</p> <p>17.7 The firm shall submit <b>one copy of the Technical Proposal and one copy of the Financial Proposal. The Technical and Financial Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered.</b> 'Hard Bound' implies such binding between two covers through stitching whereby it will not be possible to replace any paper without disturbing the document. Documents received without serial numbering and without a binding may be rejected without assigning any reason.</p> <p>17.8 Submission Address:</p> <p style="text-align: center;">State Project Director, Samagra Shiksha, Professor Anbazhagan Education Campus, College Road, Nungambakkam, Chennai, Tamil Nadu 600006.</p> <p>17.9 Proposal Submission:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Envelope</th> <th style="text-align: center;">Content</th> <th style="text-align: center;">Forms</th> </tr> </thead> <tbody> <tr> <td>Pre-qualification Envelope</td> <td>Request for Proposal (RfP) signed on all pages and EMD (Separately sealed envelope)</td> <td>• -</td> </tr> <tr> <td rowspan="2">RfP Envelope</td> <td>Technical Proposal (Separately sealed envelope) titled "Technical Proposal for &lt;&lt;Name of Tender&gt;&gt;"</td> <td> <ul style="list-style-type: none"> <li>• Form Tech 1</li> <li>• Form Tech 2</li> <li>• Form Tech 3</li> <li>• Appendix 1</li> <li>• Appendix 1A</li> </ul> </td> </tr> <tr> <td>Financial proposal (Separately sealed envelope) titled "Financial Proposal for &lt;&lt;Name of Tender&gt;&gt;"</td> <td> <ul style="list-style-type: none"> <li>• Form Fin 1</li> <li>• Form Fin 2.</li> </ul> </td> </tr> </tbody> </table>	Envelope	Content	Forms	Pre-qualification Envelope	Request for Proposal (RfP) signed on all pages and EMD (Separately sealed envelope)	• -	RfP Envelope	Technical Proposal (Separately sealed envelope) titled "Technical Proposal for <<Name of Tender>>"	<ul style="list-style-type: none"> <li>• Form Tech 1</li> <li>• Form Tech 2</li> <li>• Form Tech 3</li> <li>• Appendix 1</li> <li>• Appendix 1A</li> </ul>	Financial proposal (Separately sealed envelope) titled "Financial Proposal for <<Name of Tender>>"	<ul style="list-style-type: none"> <li>• Form Fin 1</li> <li>• Form Fin 2.</li> </ul>
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	<p>17.10 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>
<b>18. Confidentiality</b>	<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 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>
<b>19. Withdrawal of Bid</b>	<p>19.1 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 prior to the BDD and time. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD and time.</p>
<b>20. Opening of Technical Proposals</b>	<p>20.1 The Authority's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend (electronically or in person). The opening date, time and the address are stated in the <b>Data Sheet</b>.</p> <p>20.2 At the opening of the Technical Proposals the following shall be made known: (i) the name of the Bidder and/ or the name of the lead member and the names of all members (only in case of a consortium); (ii) whether there are any modifications to the Proposal submitted prior to proposal submission deadline and, (iii) any other details as maybe required.</p>
<b>21. Proposals Evaluation</b>	<p>21.1 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 on the basis of the submitted Technical Proposals, initially.</p>
<b>22. Evaluation of Technical Proposals</b>	<p>22.1 The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RfP, applying the evaluation criteria, and point system specified in the Terms or Reference. Each</p>

	<p>responsive Proposal that satisfies <b>all</b> criteria in Form Tech 3 shall qualify to be 'Technically Qualified' proposals. 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.</p> <p>22.3 The bid process will be taken forward even if only one bid is received in response to this RfP.</p>
<b>23. Financial Proposal and overall evaluation</b>	<p>23.1 The Authority's evaluation committee shall open the Financial quotations only for those bidders who are 'Technically Qualified' as in clause 22 above.</p>

**D. NEGOTIATIONS AND AWARD**

<b>24. Negotiations</b>	<p>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 written Power of Attorney to negotiate and sign a Contract on behalf of the Bidder. Physical presence of all concerned during negotiations is preferred.</p> <p>24.2 The Authority shall prepare the contract on the basis of these negotiations. There shall be no separate minutes for negotiations.</p>
<b>a. Availability of Key Experts (if applicable)</b>	<p>24.3 N/A.</p> <p>24.4 N/A.</p>
<b>b. Technical Negotiations</b>	<p>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.</p>
<b>25. Conclusion of Negotiations</b>	<p>25.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Authority and the Bidder's authorized representative.</p> <p>25.2 If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so. The Authority will invite the next Bidder based on cost to negotiate the Contract. Once the Authority commences negotiations with the next Bidder, the Authority shall not reopen the earlier negotiations.</p> <p>25.3 Once basic agreement is reached by the Authority and the successful bidder, the communication will be issued by the</p>

	<p>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>
<b>26. Award of Contract</b>	<p>26.1 After signing of 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 Vendors and take steps to return the EMD.</p> <p>26.3 The Bidder is expected to commence the assignment on the date of communication of the successful bidder and the issue of work order and not wait for the signing of the contract.</p> <p>26.4 In case negotiations fail after commencement of work, the payment for the work done will be made pro-rata as per the payment schedule specified.</p>
<b>27. Performance Guarantee</b>	<p>27.1 Within 15 days from the date of signing of contract, the successful Vendor 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 Vendor shall submit the Bank Guarantee for Performance Guarantee for 12 months and to 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: <ul style="list-style-type: none"> <li>– When any terms and condition of the contract is breached.</li> <li>– When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the work order.</li> </ul> </p>
<b>28. Liquidated Damages</b>	<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</p>

	<p>15 days from such occurrence but before expiry of 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 occurred due to that and grants extension with or without liquidated damages. If the Authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service.</p> <p>28.4 It shall be at the discretion of the Authority to accept or not to accept the supply of services rendered by the Vendor after the expiry of the stipulated delivery period, if no formal extension in 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 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 as granted, if the Vendor can prove that the Authority was made aware of such extension request.</p>
<p><b>29. Penalty Clause</b></p>	<p>29.1 The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except when approved by the Authority in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10% of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.</p>

**E. OTHER TERMS AND CONDITIONS**

<p><b>30. Interpretation</b></p>	<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</p>
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	<p>thereto made prior to the date of Contract.</p> <p>30.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the Authority.</p> <p>30.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p><b>31. Governing Law</b></p>	<p>31.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State/ the Country (India) and under the jurisdiction of Madras High Court.</p>
<p><b>32. Force Majeure</b></p>	<p>32.1 Definition - For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. 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 <b>No breach of Agreement</b> - The failure of a Party to fulfil 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 with the objective of carrying out the terms and conditions of this Agreement. The Vendor shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p>

	<p>32.3 <b>Measures to be taken</b></p> <ul style="list-style-type: none"> <li>– A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</li> <li>– 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.</li> <li>– The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</li> </ul> <p>32.4 <b>Extension of time</b> - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>32.5 <b>Consultation</b> - Not later than thirty (30) days after the Vendor has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p><b>33. Change Order and Contract Amendments</b></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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority's order. The rate-contract enclosed in the Section 3 Form 2 will be used to calculate the cost of the additional work/ change request. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
<p><b>34. Termination Clauses</b></p>	<p>34.1 <b>Termination for default</b> - 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</p>

	<p>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"> <li>– If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority; or</li> <li>– 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</li> <li>– 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.</li> <li>– If the selected bidder commits breach of any condition of the contract.</li> <li>– If the Authority terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.</li> </ul> <p>34.2 <b>Termination for Insolvency</b> - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder if the selected bidder becomes bankrupt or otherwise insolvent. In such event, 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 <b>Termination for Convenience</b> - 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 case, the Authority will pay for all the pending invoices as well as the work done till that date by the Vendor.</p> <p>34.4 <b>Termination by the Authority</b> - The Authority may, by not less than thirty (30) days written notice of termination to the Vendor, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> <li>– The Vendor fails to comply with any final decision reached as a result of arbitration proceedings or</li> <li>– The Vendor submits to the Authority a statement which</li> </ul>
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	<p>has a material effect on the rights, obligations or interests of the Authority and which the Vendor knows to be false</p> <ul style="list-style-type: none"> <li>– Any document, information, data or statement submitted by the Vendor in its Proposals, based on which the Vendor was considered eligible or successful, is found to be false, incorrect or misleading; or</li> <li>– As the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than 30 days.</li> </ul> <p>34.5 <b>Termination by Vendor</b> - The Vendor may, by not less than three (03) months 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"> <li>– As the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> <li>– The Authority fails to comply with any final decision reached as a result of arbitration.</li> </ul> <p>34.6 <b>Payment upon Termination</b> - 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 Vendor within 60 days of the contract termination.</p> <p>34.7 <b>Suspension</b> - The Authority may, by written notice of suspension to the Vendor, without any obligation (financial or otherwise) suspend all the payments to the Vendor hereunder if the Vendor 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 Vendor to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p> <p>34.8 <b>Cessation of rights and obligations</b> - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> <li>– such rights and obligations as may have accrued on the date of termination or expiration.</li> <li>– the obligation of confidentiality set forth in RfP.</li> </ul>
<p><b>35. Cessation of Services</b></p>	<p>35.1 Upon termination of this Agreement by notice of either Party to the other the Vendor 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</p>



	<p>make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>35.2 In case of termination of agreement by the Authority, it may appoint another Vendor from amongst the remaining shortlisted bidders during the proposal validity for the completion of the work.</p>
<p><b>36. Disputes Resolution</b></p>	<p>36.1 <b>Amicable Settlement</b> - 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 take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>36.2 <b>Arbitration</b> - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with 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 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 Vendor 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 following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<p><b>37. Disqualification</b></p>	<p>37.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> <li>– Not submitted in accordance with this document.</li> <li>– During validity of the bid or its extended period, if any, the bidder increases his quoted prices.</li> </ul>

	<ul style="list-style-type: none"><li>– 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.</li><li>– Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.</li><li>– Bid received after due date and time.</li><li>– Bidder submits conditional bids.</li><li>– Bidder indulges in canvassing in any form to win the contract.</li><li>– Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.</li><li>– Bid is submitted without serial numbering of all pages (in the format 1, 2, 3, and so on).</li><li>– Bid is submitted without binding.</li><li>– Documents and proofs are submitted in the bid but the relevant cross referencing of page numbers is not provided in the formats included in this RfP.</li></ul>
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## F. DATA SHEET

<b>A. General</b>	
<b>ITB Clause.</b>	
<b>2.1</b>	<p><b>Name of the Authority:</b> The State Project Director, Samagra Shiksha, Department of School Education, Government of Tamil Nadu  <b>Address:</b> Professor Anbazhagan Education Campus, College Road, Nungambakkam, Chennai, Tamil Nadu – 600 006.                      Phone: 044-28278068.                      E-Mail: <a href="mailto:spd.ssatn@gmail.com">spd.ssatn@gmail.com</a>                      Website: <a href="http://www.tnschools.gov.in">www.tnschools.gov.in</a></p> <p><b>Method of selection:</b> Least Cost Selection/ Price Discovery</p>
<b>2.2</b>	<p><b>The name of the assignment is:</b> RfP for Empanelment of Vendors for Providing Vehicles for the Use of Officials of the State Project Directorate, Samagra Shiksha on a Rate Contract Basis  <b>Rfp No: 0408/A2/Vehicle/SS/2023</b>  <b>Rfp Date:</b> 03-03-2023</p>
<b>6</b>	<b>No consortium permitted.</b>
-	<b>Duration of contract:</b> Two years, extendable for a period of one year in line with the bidder's original rate, terms and conditions based on satisfactory performance of the selected bidder, and the prevailing requirements of the Authority.
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	English language.
<b>10.1, 14.1, 14.2</b>	<p><b>The Proposal shall comprise the following:</b></p> <ol style="list-style-type: none"> <li>(1) General Power of Attorney to sign the Proposal.</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) Earnest Money Deposit/ Bid Security.</li> <li>(6) FIN-1</li> <li>(7) FIN-2</li> </ol>

<b>11.6</b>	<p><b>Earnest Money Deposit:</b> Rs. 10,000/- (Ten Thousand Rupees Only) <b>per vehicle</b> that will be supplied by the Bidder (<i>Minimum of five vehicles</i>).</p> <p>In the form a DD/ 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> <p><b>Note:</b> Bidders with an Udyam Registration Certificate shall be exempt from submitting an EMD. However, a copy of the Udyam certificate should be submitted by the Bidder towards the same.</p>
<b>12.1</b>	<p><b>Proposals must remain valid for</b> 90 days after the Bid Due Date (BDD).</p>
<b>15.1</b>	<p><b>Pre-bid Meeting:</b> 07-Mar-2023 at 11:00 AM</p> <p>Physical / Online.  Online Pre-bid Meeting link can be obtained from the official websites (<a href="http://www.tenders.tn.gov.in/">http://www.tenders.tn.gov.in/</a> and <a href="https://tnschools.gov.in/tenders/?lang=en">https://tnschools.gov.in/tenders/?lang=en</a>) one day before by 5 PM.</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>16.4</b>	<p><b>The Bidder must submit in separate sealed envelopes:</b> (a) <b>Technical Proposal,</b> and (b) <b>Financial Proposal.</b></p> <p>Both of the above envelopes to be put into a larger envelope and sealed, titled as "Tender for Empanelment of Vendors for Providing Vehicles for the Use of Officials of the State Project Directorate, Samagra Shiksha on a Rate Contract Basis".</p>
<b>17.3</b>	<p><b>Bid Due Date:</b> 17-Mar-2023 at 02:00 PM</p>
<b>20.1</b>	<p><b>Bid Opening Date:</b> 17-Mar-2023 at 03:00 PM</p>
<b>21.1</b>	<p>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
<b>TECH-1</b>	Technical Proposal Submission Form.
<b>TECH-2</b>	Bidder's General Information
<b>TECH-3</b>	Bidder's Qualification and Experiences.
<b>Appendix-I</b>	EMD and Bank Guarantee.
<b>Appendix-IA</b>	Details of EMD.
<b>Appendix-II</b>	General Power of Attorney Format for Authorised Signatory.
<b>Appendix-III</b>	Standard Form of Contract for Vendor.
<b>Appendix-IV</b>	Integrity and Avoidance of Conflict-of-Interest Pact.
<b>Appendix-V</b>	Template for Submitting Pre-Bid Queries.
	Certificate against blacklisting by any Central/ State Government/ PSU (format not included. Bidder to submit self-certificate on letter head which shall be submitted as part of FORM TECH-3).

The bidders may note that their submissions should be **arranged appropriately and pages numbered continuously by hand or electronically and bound** 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. The Authority reserves the right to summarily reject proposals that have been submitted without serially numbered pages.**

**FORM TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

**(TO BE FILLED AND PRINTED ON THE BIDDER'S LETTERHEAD, AND SUBMITTED)**

[Location, Date]

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

Dear Madam/Sir,

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

We, the undersigned, offer to provide the services 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 we 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 and the contract is signed, to initiate the Services related to the assignment no later than the date finalized by the State of Tamil Nadu upon award of contract.

Yours sincerely,

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

Full name: {insert full name of authorized representative}

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

Address: {insert the authorized representative's address}

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

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

**FORM TECH-2  
BIDDER'S GENERAL INFORMATION**

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

<b>Sl.</b>	<b>Particulars</b>	<b>Documents to be Provided</b>
1.	<b>Details of the Firm/ Travel Agency</b>	
	<b>Name</b>	
	<b>Address</b>	Please provide local office registration details (if any)
	<b>Telephone</b>	
	<b>Email</b>	
	<b>Website (if applicable)</b>	
2.	<b>Details of Proprietor</b>	
a	<b>Name</b>	
b	<b>Address</b>	
c	<b>Telephone</b>	
d	<b>Email</b>	
3.	<b>Registration Details</b>	
a	<b>Date of Incorporation of Firm</b>	Copy of Incorporation Certificate/ Udyam Certificate of the firm to be provided
b	<b>PAN number</b>	No.: (Copy of PAN to be attached)
c	<b>GST number</b>	No.: (Copy of GST to be attached)
4.	<b>No. of vehicles currently owned by the Firm (prior to the BDD)</b> <i>(Should own a minimum of 5 vehicles)</i>	
5.	<b>Bank Account Details to which payments are to be made to the Bidder</b>	Account Name: Account Number: Bank Name: Bank Branch: IFSC:

### FORM TECH-3

In the technical envelope, this format provided below should be the top sheet followed by all the supporting documents/ proof and the page number filled in.

*Bidders shall submit their technical forms using this template only with the relevant details clearly specified. Bidders who submit their bids using any other format will not be considered as responsive and their submissions will not be evaluated.*

Sl. No.	Qualification Criteria	Supporting Doc/ Proof	Page No. of Proof
1	The Bidder should be registered as a company/ Proprietorship/ Partnership in India as per Company Act/ Partnership Act.	<ul style="list-style-type: none"> <li>The attested copies of Certificate of Incorporation/ Registration and GST Registration Certificate issued by the relevant Registrar to be submitted.</li> <li>In case of Proprietorships, GST Registration Certificate is mandatory.</li> </ul>	
2	The Bidder should be headquartered in Tamil Nadu.	Certificate of Incorporation/ Registration and GST Registration Certificate for the Firm/ Agency.	
3	The Bidder should have a minimum average turnover of at least Rs. 20 lakhs (audited) in the previous financial year (FY 2021-22).	The Audited Balance Sheet and IT Returns Statement (for the Agency) for the period with the annual turnover highlighted in each.	
4	The Bidder should have been providing transportation services and operating tourist vehicles at least over the last three years (FY 2019-20, FY 2020-21, FY 2021-22).	GST returns for the last three financial years (FY 2019-20, FY 2020-21, FY 2021-22).	
5	The Bidder shall own a minimum of five vehicles in the Firm's/ Proprietor's name.	<ul style="list-style-type: none"> <li>Registration Certificate for each individual vehicle, AND</li> <li>Latest FC report of each vehicle.</li> </ul>	
6	Each vehicle owned by the bidder shall each possess official company maintenance.	<ul style="list-style-type: none"> <li>Authenticated service history report for each individual vehicle (as generated by the car manufacturing company's associated department)</li> </ul>	
7	Each of the vehicles owned by the Bidder should be of a Model from the year 2017 or later, and should have covered not more than 1.5	<ul style="list-style-type: none"> <li>Copy of RC Book document highlighting the Model, VIN number and year.</li> </ul>	



Sl. No.	Qualification Criteria	Supporting Doc/ Proof	Page No. of Proof
	lakh kilometres in distance.	<ul style="list-style-type: none"> <li>• Latest fitness certificate for each vehicle.</li> <li>• Distance covered by the vehicle(s) will be checked at Samagra Shiksha Office upon intimation by the Authority.</li> </ul>	
8	Each of the vehicles owned by the Bidder should have a valid tourist permit.	Copy of latest tourist permit for each individual vehicle to be supplied.	
9	Each of the vehicles owned by the Bidder shall comply with Pollution Control norms.	Copy of latest official Pollution Control Certificate for each individual vehicle offered by the Bidder.	
10	Each of the vehicles owned by the Bidder should have a comprehensive insurance policy.	Copy of valid comprehensive insurance policy for each individual vehicle to be supplied.	
11	The Bidder should not have been blacklisted by Central/ State Government/ Departments/ PSUs in India as on bid submission date.	Self-declaration against blacklisting on the bidder's letter head to be provided.	
12	<p>Whether Earnest Money Deposit (EMD) for 10,000 (Rupees ten thousand only) for each vehicle in the form of DD/ NEFT transfer in favour of – Tamilnadu Mission for Education for All – Samagra Shiksha.</p> <p><b>Note:</b> Bidders with Udyam Certificate shall be exempt from this requirement.</p>	<ul style="list-style-type: none"> <li>• Copy of Acknowledgement of transaction (NEFT), or copy of DD submitted to the Authority/ UDYAM Certificate.</li> <li>• Appendix I.</li> <li>• Appendix IA.</li> </ul>	

**Note:** The criteria 6, 7, 8, 9 and 10 shall also apply to the vehicles supplied by the bidder in the performance of this contract.

### **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 Office,  
DPI Campus, College  
Road,  
Chennai, Tamil Nadu -60006.

Dear Sir/ Madam,

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

**FORM FIN-2  
SUMMARY OF COSTS**

**(TO BE FILLED AND PRINTED ON THE BIDDER'S LETTERHEAD, AND SUBMITTED)**

SI	Particulars	Price Quoted for Vehicles (in INR)		
		7-seater SUVs: Innova Crysta/ Equivalent(C <sub>1</sub> )	5-seater Sedans: Suzuki DZire/ Toyota Etios/ Equivalent(C <sub>2</sub> )	5-seater Hatchbacks: Suzuki Alto/ WagonR Tour/ equivalent (C <sub>3</sub> )
1	Name/ Model of equivalent vehicle being supplied			
2	Rate for 10 hours per day and up to 2500 kilometres for 26 days in a month			
3	Extra rate per kilometre of distance (over and above 2500 kilometres)			
4	Extra rate per extra hour (over and above 10 hours per day)			
5	Rate offered per extra day (over and above 26 days for up to 2500 kilometres, and 10 hours per day)			

**Note:**

- The costs quoted for each type of vehicle (all A/C) above shall be an all-encompassing cost of providing services as prescribed in the Terms of Reference.
- The above rate will be taken into consideration as and when the above categories of vehicles are hired.
- The rate will be applicable from the time of reporting at the pickup point.
- The commencement of the trip will be reckoned from the time of reporting, excluding the run time from travels office to the pickup point.
- Payment will be made on the basis of specific distance slab allotted to the officers and thereafter for every actual km run and hours engaged at extra.
- Rate quoted should be inclusive of all charges and taxes (including fitness certificate, pollution control certificate, etc.).

**Authorized Signature:**

**Name & Designation of Signatory:**

**Name of Firm and Address:**

## Section 4. Terms of Reference

### A. Background

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

### B. Detailed Scope of Work

This tender has been conceived to solicit support from Firms/ Agencies who shall lease vehicles as per requirement of the Authority on a monthly basis. The bidders should own a minimum own a **minimum of 5 vehicles as part of their agency**, for which documents specifying ownership shall be furnished as part of Form Tech 3.

The maximum number of vehicles to be provided shall be deployed on a case-to-case basis, and/ or may be deployed to other verticals of the Department of Schools Education if required. However, they shall be no upper cap on the number of vehicles to be supplied to the Authority.

The accepted variants of the vehicles shall be as below:

- a) **Category 1 (C1):** 7-seater SUVs - Innova Crysta/ equivalent.
- b) **Category 2 (C2):** 5-seater Sedans: Suzuki Swift DZire/ Toyota Etios/ equivalent Sedan vehicles.
- c) **Category 3 (C3):** 5-seater Hatchbacks: Suzuki Alto/ WagonR Tour/ equivalent.

The bidder may choose to quote for all three categories (as above) of the vehicles, or quote partially for selected categories of vehicles.

Bidders are expected to examine all instructions, forms, terms and conditions, and specifications in the Bid documents and fully inform themselves as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. All the bids shall be prepared in line with the instructions given in this Invitation for Bids.

### C. Terms and Conditions

The selected bidder(s) is expected to supply vehicles that meet the associated requirements and quality criteria of Samagra Shiksha within 5 days from the issue of the work order. These vehicles are being procured on a monthly rental basis by the Authority.

#### C.1. General

1. The period of contract is two years from the date of issue of work order. Contract may be extended for further period of one year on same terms and conditions, based on requirements of the Authority and satisfactory performance of successful bidders.

2. The average monthly working period shall be calculated as 26 days, with 10 hours working in a day.
3. The minimum distance to be covered in a month shall be 2500 kms. The calculation of mileage shall be from the pickup point to the drop point, and will not be calculated on garage-to-garage basis.
4. The Authority reserves the right to increase or decrease the number as per requirement. Further, vehicles may additionally occasionally be required for the use of guests on a daily basis. The rates specified by the bidder in their financial proposal shall apply to the same.
5. The vehicle lent on hire should be covered under Section-66 of Motor Vehicles Act 1988 and no payment will be made for the vehicles not covered under the said Act.
6. The vehicle should also satisfy all the norms prescribed by Pollution Control Authorities.
7. The model of vehicle quoted by the bidder should have tourist permit valid for the entire contract period mentioned in this tender. If the bidders offer new vehicle, they should get the permit before issuing the work order.
8. The vehicle(s) must possess valid FASTag tag towards paying toll taxes.
9. The charges for fuel shall be borne by the bidder.
10. The Authority shall reimburse taxes including GST, toll tax and parking charges against production of relevant documentary evidence.
11. The vehicles shall be for exclusive use of this Office and should not be used by the bidder for any other purposes.
12. The bidder shall provide a single point of contact/ supervisor for the fleet of vehicles and drivers deployed to the Authority. It would be the responsibility of the supervisor to keep track of the vehicles, also any instruction regarding vehicles would be communicated by this office to the supervisor through phone or WhatsApp. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and report to the desired officer within time.

## **C.2. Distribution of Vehicles**

1. The Authority reserves the right to allot any vehicle to any Officer of the State Project Directorate.
2. The Authority also reserves the right to re-allot the vehicle as per the need at any point of time.
3. The vehicle should be available well in time as per the instructions of the Officer to whom the vehicle is allotted to.
4. If any complaint is received from the vehicle using officer regarding delay in getting vehicle a fine of Rs.100/- will be imposed on each occasion. Suitably action to terminate the contract of the vehicle will be taken if such complaints are received more than 3 times in a month.
5. In case if the bidder refuses to take up the work given, the Authority reserves the right to remove the vehicle from the contract and EMD/SD paid will be forfeited. Demand for plying for a particular Officer will result in cancellation of the work order.

6. The Authority reserves the right to accept or reject any tender partly or wholly without assigning any reason and also reserves the right to place orders with any bidder for all vehicles offered by him or for any lesser number.

### **C.3. Drivers' Credentials**

1. The bidder shall be responsible for selection and deployment of drivers, and also for the release of monthly salary payment to each driver in their employ (towards this engagement).
2. Drivers with minimum of 3 years of experience in driving Light Motor Vehicles and also possessing an unblemished record shall only be employed. For this, a copy of the driver's driving license and a formal declaration from the bidder may also be sought.
3. The original driving license should be produced to the Officers concerned of the Authority for verification.
4. The service provider shall provide name and address(es) of the each of the drivers presently employed by him.
5. The bidder shall furnish the driver's Fitness Certificate for the driver towards driving light motor vehicles issued by the Government Medical Officer.
6. Deployed drivers to be considered for employment must be a minimum age of 25 years and a maximum of 55 years of age. Credentials for the age shall be furnished.
7. Driving license should be available always with the Driver and Xerox copy of the same should be handed over to the Officers concerned.
8. It is the duty of the bidder to arrange for a standby Driver, with valid license, in case the original driver is unavailable.
9. The driver should wear white uniforms while on duty, failing which a fine of minimum INR 100/- will be imposed on each occasion and deducted from the rent.
10. The bidder should issue photo identity card to the driver and they should always carry it with them, while on duty.
11. The bidder should ensure that after getting the contract the drivers deputed for service to this Office do not have any Police records/ Criminal cases (previous or pending) against them. The bidder should make adequate enquiries about the antecedents of the drivers before deputing them for service to this Office. An undertaking in this regard shall be submitted to the Authority by the bidder upon onboarding.

### **C.4. Change of Driver(s)**

1. In case of a driver being absent, the bidder shall be responsible for providing a replacement driver for the period of absence.
2. Change of driver(s) is permissible only upon approval by the Authority.
3. In order to replace a driver, the bidder shall ensure and furnish the same proofs/ certifications/ documents as earlier for the substituted driver. The bidder shall submit the credentials to the Authority and seek approval for the same. The driver shall not be replaced until formal approval from the Authority has been granted.

4. Alternatively, the bidder may get approval from the Authority for a panel of drivers to be appointed by him so that the drivers may be substituted immediately.

### **C.5. Driver Conduct and Discipline**

1. The bidder is fully responsible for perfect discipline and good professional conduct of the driver, and shall ensure that there is no room for complaints from the assigned Officer in charge or from the general public.
2. The Authority reserves the right to terminate the employ of the driver in case of unprofessional behaviour or misconduct from the driver.
3. The bidder shall change the driver if ordered to do so by the Authority, and the Authority's decision in this regard shall be final and binding.
4. The vehicle should run within the speed limit as prescribed in traffic rules.
5. No employee shall directly or indirectly engage himself or permit any member of his/her family to engage in any contract or trade, business or other transaction with the Authority. If it is noticed, the contract would be liable for termination immediately without any notice and disciplinary action will be taken against the employee.
6. The contractor shall ensure that the drivers adhere to all traffic regulations etc. In case of any violations thereby inviting any legal action by police or others, the contractor shall be wholly responsible for damages and department will have no binding on that.
7. The vehicle sent to the officers should be in good condition and cleaned every day before it arrives to perform duty. There should not be any dust/dirt on the car or on the seats.
8. The driver should be instructed to come in a white uniform (clean and pressed) and cleanly shaven with name badge.
9. The behaviour of the driver should be polite and be of well-mannered comportment.
10. The driver shall not initiate or indulge in agitation, non-plying of services or taking part in strike for any reasons. Such act will be the responsibility of the bidder, and shall be liable for cancellation of work order, forfeiture of EMD/SD and forfeiture of payment due to the contractor if any without any notice.

### **C.6. Maintenance**

1. The bidder shall be responsible for all maintenance activities towards all respective vehicles supplied (including regular vehicle cleaning, breakdown, damage, accidental damage etc.).
2. A daily record indicating time and mileage for each vehicle shall be maintained in a log-book which shall be submitted to the Authority for scrutiny and payment of the bills.
3. The bidder shall ensure that the vehicles are cleaned regularly by the driver (inside and outside).
4. The bidder shall be responsible for all liabilities due to accidents or damages caused to properties including loss of life of any public or employee of the Authority or Contractor's employee.
5. In case of fatal accidents, the vehicle will be stopped from operation and be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be



stopped from operation for minimum of 2 days. The contractor should immediately substitute the vehicle to avoid dislocation.

6. Replacement for the cancelled vehicles should be provided immediately as per terms and conditions of Samagra Shiksha.
7. In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle. In such a case, mileage from garage to the point of breakdown would not be paid.

### **C.7. Payment Terms**

1. Payment will be made for the vehicles only for the days of usage. Unless otherwise specified, vehicles will be engaged on all working days. In case officer may be on official duty during holiday, those days will also be calculated for payment as well (if above 26 days).
2. The payment will generally be settled within 20 days from the date of receipt of bills.
3. The bills in duplicate with statement containing the details viz. date of travel, vehicle No., Name of the Officer, Name of the Department, destinations travelled to, odometer reading, total kms. travelled, total hours, and the amount with trip sheets duly signed by the vehicle-using officer and advance stamped receipt should be furnished to the respective user department.
4. In the trip sheets, there should not be any over writing/ corrections, if so, they should be attested by the vehicles using officer. The trip sheet should be closed daily by the Vehicle using Officer with the seal of the Officer and Employee Code. The same should be mentioned in the Certificate as well (Distance covered for each Officer may be restricted to a maximum of 2500 Kilometre per month per vehicle).
5. In the event that the bidder charges for extra hours (over and above 10 hours) and extra kilometres (over and above 2500 kms), then the bidder shall submit a certification signed by the Officer concerned (to whom the vehicle is allotted
6. Each bill shall have a certificate from the official stating that Drivers permitted to run the vehicle are as per the terms and conditions.

### **C.8. Selection Methodology**

The selection of firm will be in accordance with the lowest rate/ least cost tender operating procedure:

1. Each tender shall be primarily evaluated on the following aspects: (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required EMD (for each vehicle); and (d) is substantially responsive to the requirements of the Bidding documents.
  - i. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation.
  - ii. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Corporation's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- iii. The Authority reserves the right to request additional information from bidders to assist in further evaluation of proposals.
2. Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.
3. Technical bid (Part A) should be kept in separate cover and subscribed as **“Technical Bid for supply of hiring vehicles for SS”**.
4. (2) Price Bid (Part B) should be kept in separate cover subscribed as **“Financial Bid for supply of hiring vehicle for SS”**.
5. (3) both the covers to be put in an outer cover and subscribed as **“Tender for supply of hiring vehicles for SS”**.
6. The lowest cost (L1 rate) for each category of vehicle (C1, C2 and C3) shall be arrived at by the following formula –
  - a. L1 Quote for each category of vehicle = {[0.85 \* Rate for 10 hours and up to 2500 kilometres for 26 days] + [0.03 \* (500 \* Extra rate per kilometre of distance over and above 2500 kilometres)] + [0.06 \* (40 \* Extra rate per extra hour over and above 10 hours per day)] + [0.01 \* (3 \* Rate offered per extra day over and above 26 days for up to 2500 kilometres, and 10 hours per day)]}.
  - b. For each category, the L1 rate shall be calculated individually.
7. In the event, if the final rates are tied b/w bidders, then the bidder quoting lowest rates for the extra hours will be considered for award of contract.
8. The allotment of vehicles to empanelled bidders shall be as follows:
  - a. Upto 60% of the vehicles required may be allotted to the L1 bidder.
  - b. The next 40% of the vehicles may be allotted to the L2 and L3 bidder, provided the bidder agrees to the L1 rates.
9. In the event that the any of the empanelled bidders disagree to meet the L1 rates, the Authority reserves the right to identify external vendors outside the purview of this tender, provided they meet the L1 rates.
10. The Authority reserves the right to allocate vehicles to bidders in subsequent tranches at its sole discretion, taking into consideration parameters including but not limited to punctuality, cleanliness, quality of vehicles provided, conduct of drivers etc.
11. In addition to the L1 bidder, the bidder with a financial quote that is similar and/or who is willing to reduce to their original financial quote will be considered as contracted Firms, provided that they own a requisite of minimum vehicles.
12. The second highest firm (L2) shall may be invited for negotiation in tandem with the financial quote of the L1 bidder. If the L2 bidder agrees to match the L1 rate, then the number of vehicles allotted to the L2 bidder shall be higher.

## 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 Vendor] (hereinafter called "the Vendors") 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 Vendors 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 Vendors such a Bank Guarantee.

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Vendors up to a total of Rs. \_\_\_\_\_/- [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 Vendors 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 Vendors 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 Vendors 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 details for the same are as provided below:

Sl.	Particulars	EMD Amount for Each Vehicle	No. of Vehicles Offered	Total EMD Amount (in INR)	EMD Details (DD No./ NEFT ID and Date)
1	Owner vehicles offered	Rs. 10,000/-			<ul style="list-style-type: none"><li>• DD No./ NEFT Transaction ID:</li><li>• Date of Transaction:</li><li>• Bank Name:</li></ul>
<b>Total</b>					

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

Online/ bank branch (choose the method):

Bank name:

IFSC:

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 Proposal[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 and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this General 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 GENERAL 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 1:

Witness 2:

## Appendix-III: Standard Form of Contract for Vendor

### Project Name: Empanelment of Vendors for Providing Vehicles for the Use of Officials of the State Project Directorate, Samagra Shiksha on a Rate Contract Basis

CONTRACT FILE NO. \_\_\_\_\_

BETWEEN

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

AND

\_\_\_\_\_  
(Name of the Vendor)

Dated:

#### Form of Contract

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

#### WHEREAS

- (a) The Authority has requested the Vendor to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Vendor, 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 for vehicles

Appendix-II: General Power of Attorney Format for Authorised Signatory

Appendix-III: Standard Form of Contract for Vendor  
Appendix-IV: Integrity and Avoidance of Conflict-of-Interest Pact  
Appendix-V: Template for submitting Pre-Bid Queries

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

Name:

(Only authorized representative of Vendor should sign)

Signature:

Name of the Vendor



## **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/ Vendor (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 Vendors and all temporary, casual, contractual, special and coterminous appointments such as research assistants and professionals etc., affiliates, associates, Officers, employers or Vendors 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 effective control (have more than 25% shareholding in) each other or who are being effectively controlled by a common third legal person/ natural person (having more than 25% shareholding in both or either).  
Provided further that for (a), (b), (c) above, legal/ Natural persons will be associates if either one party directly or indirectly employs the other or both are being directly or indirectly employed by a common third legal person/ natural person.

#### **C. Work/decisions/issues**

- (d) All types of evaluative work done related to the RfP and project by the bidder and its constituent entities and all such work done by the government to which the bidder and its constituent entities is privy to during the process.

- (e) All decisions which pertain to current and future functioning of the Authority, records and related projects drawn out of work done under the RfP and this Project by the bidder and its constituent entities.
- (f) Any conflict of interest found to be of substance and materiality raised by persons with respect to (a) to (e) above or by other stakeholders, civil society organizations or other external stakeholders.

## **Conflict of Interest**

### **D. Definition of Conflict of Interest**

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

- (g) The bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (h) a constituent of such Bidder is also a constituent of another Bidder; or
- (i) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (j) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (k) such Bidder has a relationship with another Bidder, directly or through common third parties that puts them in a position to have access to each other's information about or to influence the Application of either or each of the other Bidders; or
- (l) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and their sub-Vendors) and any Associates/ Affiliates. While providing consultancy services to the Authority for this particular assignment, the Vendor 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 Vendor/ 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 Vendors/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 Vendors observe the highest standard of ethics during the Selection Process and execute such contracts. In pursuance of this policy, the Authority:
  - a. will reject the Proposal for award if it determines that the Bidder has engaged in prohibited practices in competing for the contract in question;
  - b. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in prohibited practices in competing for and in executing the contract.
- G. The Bidders and their respective Officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and the Project execution. Notwithstanding anything to the contrary contained in this RfP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in prohibited practices in the Selection Process and the Project execution. In such an event, the

Authority will, without prejudice to its any other rights or remedies, blacklist the relevant party for a time period decided by the competent Authority.

H. Operation of the policy shall be as follows:

- i. Every entity or entities in a consortium shall be impartial, independent and free of any actual or potential conflict of interest and shall desist from any activity impeding the integrity pact. "The relevant parties" shall disclose at the earliest any actual/ potential adverse matter related to the conflict of interest or integrity to the Authority. (S)he may recuse herself/ himself from the proceedings voluntarily after such disclosure, if required, according to the decision of the Authority.
- ii. Any party may challenge any person(s) under the applicability section in this Appendix to the RfP on account of breach/ non-disclosure/ non-recusal after disclosure related to matters of conflict of interest and integrity within 3 weeks of such party gaining such knowledge OR of joining duty/ service by the challenged person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.
- iii. A final and binding decision on such breach/ non-recusal/ non-withdrawal/ non-resignation following a relevant disclosure/ revelation of relevant fact or challenge shall be taken by the Authority. An adverse decision in this regard by the authority, shall result in the dismissal of the challenged person and the relevant entity/ bidder from the bid process and the project, debarment for 5 years of the relevant entities from engagements with any governments with the territory of Tamil Nadu and debarment of any related party from participating in any of the related government procurement procedure or if such information is received late, invalidation of the related party's such proposal as *void ab initio*; as decided by the authority. If otherwise, the person shall continue with his duties/ assignment.
- iv. The advice/ decisions/ evaluations done by the Authority till such date of decision regarding breach/ recusal/ withdrawal/ dismissal shall be valid except for the fact that the advice/ decision/ evaluations or contribution towards advice/ decisions/ evaluations and the preparations and the interventions during the preparation of the decisions/ evaluations of such recused/ withdrawn/ challenged person shall not be valid.

### **Competent Authority**

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

### **Certification**

- J. We hereby certify that our Entity/Entities have been funded from money earned through legitimate means from known sources and such funding has been verified for compliance with the applicable laws of India at all times and also that our international funding, if any, has been FCRA compliant. We shall continue with our due diligence regarding funding in a similar manner for this Project and all other Projects that we are and will be executing currently and in the future. We shall submit to any verification as required by the Authority or the Government of Tamil Nadu/India or its representatives in this regard.

K. We hereby certify that all relevant parties related to this Application do not attract the provisions of this pact and all of us shall abide by all the terms and conditions as listed in this "Integrity and Avoidance of Conflict of Interest Pact" at all times.

**IN WITNESS WHERE OF THE ENTITIES NAMED BELOW HAVE EXECUTED AND DELIVERED THIS PACT AND CERTIFICATION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2022.**

SIGNED, SEALED AND DELIVERED For and on behalf of:		
Entity 1st Name	Entity 2nd Name	Entity 3rd Name
Signature	Signature	Signature
Name	Name	Name
Designation	Designation	Designation
Address	Address	Address
In the presence of:		

1.

2.

Place:

## Appendix V: Template for Submission of Pre-Bid Queries

*(Note: All pre-bid queries/ clarifications shall be populated into this template and uploaded as a document with the relevant information onto the link mentioned in clause 15.2)*

**Name of Organisation:**

Sl. No.	Page No.	Point No.	Existing Clause	Clarification/ Query/ Proposed Change
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				