

# Request For Proposal

for

REVIEW/APPRAISAL OF RASHTRIYA  
MADHYAMIK SHIKSHA ABHIYAN (RMSA)

**Ministry of Human Resource Development**  
**Government of India**

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**Department of School Education & Literacy  
Ministry of Human Resource Development  
Government of India**

**SECTION-1**

**LETTER OF INVITATION**

Dated: April, 2017

Subject: **REVIEW/APPRAISAL OF RASHTRIYA MADHYAMIK SHIKSHA ABHIYAN  
(RMSA)**

To

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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Dear Sir/Madam,

Pursuant to your application in response to our Expression of Interest (EOI) to provide consulting services for Review/Appraisal of Rashtriya Madhyamik Shiksha Abhiyan (RMSA), you have been shortlisted and you are hereby invited to submit e-proposals on CPP portal in two bid system (Part-I: Technical Bid and Part-II: Financial Bid) for award of contract for review/appraisal of RMSA. The bids should be submitted as per the terms & conditions prescribed in the Request for Proposal (RFP) document. The RFP documents can be downloaded from the website: <http://mhrd.gov.in> or <http://eprocure.gov.in/eprocure/app>.

2. The last date of submission of RFP is 15.05.2017 up to 1100 Hrs.

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

4. It is intimated that the Consultant will be selected under Quality and Cost Based Selection (QCBS) Method and as per procedures described in the RFP.

5. The bidders may also contact toll free no. 18002337315 of Central Public Procurement portal for obtaining guidance to submit online bids.

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

Yours sincerely,

(Nazli J. Shayin)  
Director (RMSA-III)  
Room No. 223-C, Shastri Bhawan,  
New Delhi  
Tel: 23383324  
Email: nazli.shayin.edu@nic.in

## **DISCLAIMER**

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

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

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

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

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

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

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

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

## SECTION-2

### INSTRUCTIONS TO BIDDERS

#### PART-I

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## SECTION - 2

### INSTRUCTIONS TO BIDDERS

#### PART - I

##### 1. STANDARD DEFINITIONS

- (a) “Authority” means the Ministry of Human Resources Development/Department of School Education & Literacy who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity that will provide Services to the Authority under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Section 6, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Government” means the Government of India (GOI).
- (f) “Instructions to Bidders” means the document which provides short-listed Bidders with all information needed to prepare their bids.
- (g) “LOI” means the Letter of Intent to be sent by the Authority to the selected consultant.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (i) “Bid” means the Technical Bid and the Financial Bid.
- (j) “RFP” means the Request for Proposal prepared by the Authority for the selection of Consultant, based on the SRFP.
- (k) “SRFP” means the Standard Request for Proposals, which must be used by the Authority as a guide for the preparation of the RFP.
- (l) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant sub-contracts any part of the Assignment/job.



- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section-5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected results and deliverables and timelines of the Assignment/job.

## **2. INTRODUCTION**

- 2.1 The Authority named in the Part-II of Data-Sheet will select a consulting firm/organization (the Consultant) from those to whom the Letter of Invitation (Section-1 of RFP) has been addressed, in accordance with the method of selection specified in the Part-II of Data-Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part-II of Data-Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section-5.
- 2.3 The date, time and address for submission of the bids have been given in Part-II, Data-Sheet.
- 2.4 The short-listed Bidders are invited to submit their Proposals, for consulting Assignment/job named in the Part-II of Data-Sheet. The bid will be the basis for a signed Contract with the selected Consultant.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their bids. To obtain first-hand information on the Assignment/ job and Local conditions, Bidders are encouraged to meet the Authority’s representative named in Part-II of Data-Sheet before submitting a proposal and to attend a pre-bid meeting as specified in the Part-II of Data-Sheet. Attending the pre-bid meeting is optional. Bidders should contact the Authority’s representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Bidders should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Authority will provide at no cost to the Bidders the inputs and facilities specified in the Part-II of Data-Sheet, assist the Bidders in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. 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 Bidders.

### **3. CONSULTANTS' PERSONNEL**

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

### **4. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- 4.1 Bidders may request a clarification on any clause of the RFP documents during Pre-Bid Meeting as per schedule indicated in the Part-II of Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's address indicated in the Part-II of Data Sheet up to the date of pre-bid meeting. The Authority will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para-4.2 below.
- 4.2 At any time before the submission of Bids, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders a reasonable time within which the Consultant shall take action for amendment in their bid, the Authority may, if the amendment is substantial, extend the deadline for the submission of bid.

### **5. CONFLICT OF INTEREST**

- 5.1 Authority requires the Consultants to provide professional, objective, and impartial advice and at all times hold the Authority's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

#### **Conflicting activities:**

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

#### **Conflicting Assignment/job:**

- 5.2.2 The Bidder (including its Personnel and Sub-Consultants) shall not engage, and shall cause their Personnel as well as their Sub-consultants and their personnel not to allow, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

## **Conflicting relationships:**

- 5.2.3 A Bidder (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
- 5.2.4 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 5.2.5 No agency or current employees of the Authority shall work as Consultants under their own ministries, departments or agencies.

## **6. UNFAIR ADVANTAGE**

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

## **7. BID**

- 7.1 Short-listed Bidders may only submit one bid. If a Bidder submits or participates in more than one bid, all such bids shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one bid.

## **8. BID VALIDITY**

- 8.1 Bidders' bids must remain valid for 90 days after the last date of submission of proposals i.e. 15.05.2017 (1100 Hrs). During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the financial bid will remain unchanged. The Authority will make its best effort to complete selection process within this period. Should the need arise; however, the Authority may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid and their financial bid will remain unchanged, or in their confirmation of extension of validity of the Bid, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree, have the right to refuse to extend the validity of their bids. Under such circumstances the

Authority shall not consider such bids for further evaluation.

## **9. PREPARATION OF BIDS**

- 9.1 The Bids as well as all correspondence relating to the Bids shall be written in English language, unless specified otherwise.
- 9.2 In preparing their bids, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 9.3 While preparing the Technical Bids, Bidders must give particular attention to the following:
  - 9.3.1 If a short-listed Bidder considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.
  - 9.3.2 While making the bids, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Authority as shown in Part-II of Section-2 (Data-sheet), failing which the bids shall be considered as non-responsive.
  - 9.3.3 Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position mentioned.
  - 9.3.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Full Technical Proposal (FTP) in forms provided in Section-3. The Part-II of Section-2 (Data sheet) indicates the formats of the Technical Bid to be submitted. Submission of the wrong type of Technical Bid will result in the bid being deemed non-responsive. The Technical Bid shall provide the information indicated in the following Paras using the attached Standard Forms (Section-3). Form TECH-1 in Section-3 is a sample letter of technical bid to be submitted.
  - 9.3.5 A brief description of the Bidder's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form TECH-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted by the Authority as a single entity or as one of the major partners. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the bids.
  - 9.3.6 Comments and suggestions on the Terms of Reference including workable suggestions that

could improve the quality/ effectiveness of the Assignment/job; and on inputs and facilities etc. to be provided by the Authority (Form TECH-3 of Section-3).

- 9.3.7 A description of the Technical Approach & Methodology and Work Plan for performing the Assignment/job, Work Plan covering the following subjects: Technical Approach and Methodology and Financial Review & Procurement Audit Design. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section-3. The Work Plan and Time Schedule is to be shown as per Form TECH-6 of Section-3 in the form of a bar chart.
- 9.3.8 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their task is to be provided in Form TECH-4 of Section-3.
- 9.3.9 CVs' of the Professional staff as mentioned in para 9.3.3 above would be signed by the authorized representative of the Bidder (Form TECH-5 of Section 3).
- 9.3.10 Information regarding any conflicting activities and declaration thereof (if any), to be given in Form TECH-7 of Section-3.
- 9.4 The Technical Bid shall not include any financial information. **A Technical Bid containing financial information will be declared as non-responsive.**
- 9.5 **FINANCIAL BID:** The Financial Bid shall be prepared using the attached Standard Forms (Section-4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part-II of Section-2 (Data sheet). If appropriate, these costs should be broken down by activity. The financial bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 10. TAXES

- 10.1 The Consultant shall fully familiarize themselves about the applicable Domestic taxes (such as: Value Added Tax or Sales Tax, Service Tax or Income Taxes, Duties, Fees, Levies etc.) on amounts payable by the Authority under the Contract. All such taxes must be included by the consultant in the financial bid.

## 11. CURRENCY

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

## 12. EARNEST MONEY DEPOSIT (EMD)

### 12.1 Earnest Money Deposit

- (a) **An EMD of Rs. 2.00 Lakh (Rs. Two Lakh only), as a token amount, in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the Authority, as per format at Appendix-II, from any of the Scheduled Banks only drawn in favor of Authority "PAO, Ministry of Human Resource Development" and payable at New Delhi, must be submitted to Director (RMSA-III), Room No. 223-C, Shastri Bhawan, New Delhi on or before last date of bid submission i.e. 15.5.2017 (1100 Hrs) without which the proposals shall be rejected as non-responsive. The validity period of such a Demand Draft/Banker's Cheque or Fixed Deposit Receipt, or Bank Guarantee shall not be less than 90 (ninety) days from the last date of submission of bid. The scanned copy of EMD should also be uploaded with other documents on CPP portal.**
- (b) No interest shall be payable by the Authority for the sum deposited as Earnest Money Deposit.
- (c) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful Consultant.
- (d) In the case of the Selected Consultant, EMD shall be retained till it has provided a Performance Security under the Contract.
- (e) The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Consultant's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.

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

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

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

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

- (a) to sign and return the duplicate copy of LOI;
- (b) to sign the Contract; or

- (c) to furnish the Performance Security within the period prescribed thereof in the Contract;  
or
- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **13. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 13.1 The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Applicants should furnish/upload scanned copies of all documents preferably in “pdf” Format. The financial bids are to be uploaded only in the prescribed formats and bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected.
- 13.2 **The technical bids will be opened on 15.5.2017 at 1200 Hrs.**
- 13.3 The instructions regarding online bid submission and bid opening are at **Appendix-III**.

### **14.0 PROPOSAL EVALUATION**

- 14.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Authority on any matter related to its Technical and/or Financial Bid. Any effort by Bidders to influence the Authority in the examination, evaluation, ranking of bids, and recommendation for award of Contract may result in the rejection of the Bidders’ bids.
- 14.2 The Authority has constituted a Consultancy Evaluation Committee (CEC) to carry out the entire evaluation process of the bids.

### **14.3 EVALUATION OF TECHNICAL BIDS:**

- 14.3.1 The Consultancy Evaluation Committee while evaluating the Technical bids shall have no access to the Financial bids until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 14.3.2 The Consultancy Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the **Appendix-I** to the RFP. Each responsive bid will be given a technical score (St). In the first stage of evaluation, a bid shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of RFP and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Appendix-I** to the RFP. Only responsive bids shall be further taken up for evaluation. Evaluation of the technical bid will start first and at this stage the Financial bids will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

#### **14.4 OPENING AND EVALUATION OF THE FINANCIAL BIDS:**

14.4.1 The instructions regarding online financial bid opening are at **Appendix-III**.

14.4.2 The Consultancy Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections, the items described in the Technical bids but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial bids differently from the Technical bids, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial bids so as to make it consistent with that indicated in the Technical bids, apply the relevant unit price included in the Financial bids to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial bids in this respect.

14.4.3 After opening of financial bids, the QCBS selection method shall be applied as mentioned below to determine the consultant who will be declared winner and be eligible for award of the contract.

14.4.4 The lowest evaluated Financial bid (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial bids will be computed as indicated in the Data Sheet. Bids will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T = the weight given to the Technical bids; F = the weight given to the Financial bids; T + F = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times F\%$ .

#### **15. AWARD OF CONTRACT**

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

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

15.3 The selected Consultant is expected to commence the Assignment/job on the date of signing of the Contract.



**16. CONFIDENTIALITY**

Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who had submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's anti-fraud and corruption policy.

## INSTRUCTIONS TO BIDDERS

### PART-II

#### DATA-SHEET

S.No.	Clause of RFP	Particulars of Data Sheet
1.	2.1	<b>Name of the Authority:</b> Ministry of Human Resource Development (Department of School Education & Literacy)
2.	2.2	<b>Name of the Assignment/job is:</b> REVIEW/APPRAISAL OF RMSA
3.	2.5	A pre-bid meeting will be held: <b>Yes</b>
4.	2.5	The Authority's representative is: Ms. Nazli J. Shayin, Director (RMSA-III), Room No. 223-C, Shastri Bhawan, New Delhi. (Tel: 011-23383324, e-mail: nazli.shayin.edu@nic.in)
5.	2.6	The Authority will provide the following inputs and facilities:  The Authority will provide copies of (i) Framework for Implementation of RMSA (ii) Manual on Financial Management and Procurement in RMSA (2012), (iii) Guidelines on various components viz ICT, IEDSS, Girls Hostel & VE, (iii) Instructions of Department of School Education and Literacy to State/UTs regarding the RMSA scheme, (iv) Physical & Financial Progress Reports, (v) Annual Reports and Audit Reports of Implementing Agencies, and (vi) Database of Educational indicators.  MHRD will facilitate interaction of agency/individuals/consultants with the States/UTs as well as their visits to the selected districts and sub-district level units. A representative of MHRD may accompany the team during the State visit.
6.	4.1	Clarifications, if any, to be sought on the date of pre-bid meeting of RFP: 28.4.2017 (1100 Hrs)
7.	8.1	Proposals must remain valid for 90 days after the last date of submission of Proposal i.e. <b>15.5.2017 (1100 Hrs)</b> .
8.	9.3	The formats of the Technical bids will be in following Letters/Forms to be submitted by Bidders:  Form TECH-1: Letter of Bid submission Form TECH-2: Bidder's Organization & Experience Form TECH-3: Approach & Methodology Form TECH-4: Team Composition Form TECH-5: Curriculum Vitae Form TECH-6: Work Schedule & Time Schedule Form TECH-7: Information regarding any conflicting activities and declaration thereof.

S.No.	Clause of RFP	Particulars of Data Sheet																					
9.	11.1	Bidder to state the cost in Indian Rupees: <b>Yes</b>																					
10.	9.3.2	<p>The consultant will submit the final report within 4 months of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report.</p> <p>The Bidders are expected to deploy minimum manpower comprising of 1-National team leader, 7-State Coordinators, 28-Field Investigators.</p> <p>However, the bidders will indicate their own estimate of number of professional staff months and break up among the team members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 4 months from the date of signing of contract. The relevant Technical Forms are to be filled up accordingly.</p>																					
11.	13	<p><b>Schedule of Process of Proposals</b></p> <p>The Authority shall endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Date of issue of invitation letters for RFP to the eligible applicants</td> <td>25.04.2017</td> </tr> <tr> <td>2</td> <td>Pre-bid Meeting</td> <td>28.04.2017 (1100 Hrs)</td> </tr> <tr> <td>3</td> <td>Last Date of submission of RFP</td> <td>15.05.2017 (1100 Hrs)</td> </tr> <tr> <td>4</td> <td>Date of opening of RFP &amp; Technical Bids</td> <td>15.05.2017 (1200 Hrs)</td> </tr> <tr> <td>5</td> <td>Presentations on technical bids</td> <td>15.05.2017</td> </tr> <tr> <td>6</td> <td>Opening of Financial Bids</td> <td>18.05.2017 (1200 Hrs)</td> </tr> </tbody> </table> <p>The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>. Applicants should furnish/upload scanned copies of all documents preferably in “pdf” Format. The instructions regarding online bid submission are at <b>Appendix-III</b>.</p>	S.No.	Event Description	Date	1	Date of issue of invitation letters for RFP to the eligible applicants	25.04.2017	2	Pre-bid Meeting	28.04.2017 (1100 Hrs)	3	Last Date of submission of RFP	15.05.2017 (1100 Hrs)	4	Date of opening of RFP & Technical Bids	15.05.2017 (1200 Hrs)	5	Presentations on technical bids	15.05.2017	6	Opening of Financial Bids	18.05.2017 (1200 Hrs)
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S.No.	Clause of RFP	Particulars of Data Sheet
12.	14.3 & 14.4.	<p><b>Evaluation Criteria:</b> Criteria, sub-criteria, for evaluation of Technical Proposals would be as under:</p> <p>The Consultancy Evaluation Committee appointed by MHRD will carry out its evaluation applying the evaluation criteria and point system specified below.</p> <p>Each responsive proposal will be assigned a Technical Score points as per <b>Appendix-I</b>.</p> <p>The minimum Technical Score (St) which a Bidder is required to obtain for making the Bidder eligible for opening of Financial Bid and evaluation will be 70 points.</p> <p>Quality and competence of the Bidder in executing the Assignment/job shall be considered as the paramount requirement. The Financial Evaluation will be carried out in respect of only those Bidders which scores 70 and above of the total St. points out of 100 points earmarked for Technical Evaluation. Financial Proposal of Bidders scoring less than 70 points will not be considered and their Sealed Financial Bid will remain unopened/intact.</p> <p><b>Financial Bids</b></p> <p>While evaluating the Financial Bids of those Bidders who have secured 70 and above out of 100 points earmarked for Technical Evaluation, the Evaluation Committee will first determine if the Financial Bid of the Bidder is complete and without computational errors. The lowest financial bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the bids will be computed as follows:</p> <p><math>Sf = 100 \times Fm / F</math> (Sf is the Financial Score, Fm is the lowest price and F is the price of the Bid under consideration).</p> <p>The weights given to the Technical &amp; Financial bids are:  T = 60 &amp;  F = 40</p> <p><b>Final Evaluation</b> (Combined Technical &amp; Financial bids) will finally be done according to the combined technical (St) and financial (Sf) scores using a weight of 60 for technical bids and 40 for financial bid, as under:  <math>S = St \times 0.6 + Sf \times 0.4</math></p>
13.	15	<p><b>Award of contract:</b>  Based on the above Evaluation Criteria for Technical &amp; Financial Proposal &amp; Final Evaluation, the Bidder securing the highest score will be selected for Award of the Consultancy Work.</p>
14.	15.3	<p>Date for commencement of consulting Assignment/job is date of signing of Contract</p>

S.No.	Clause of RFP	Particulars of Data Sheet
15.	15.3	Location for Assignment/Job:  Headquarters of Consultant i.e. address specified in letter of proposal submission as in Form TECH-1. The assignment/job would entail visit to 14 States/UTs as decided by the Authority after Award of work.

16. The consultant will submit the final report within 4 months of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report. The bidders will indicate their own estimate of number of professional staff-months and break-up among the team-members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 4 months from the date of signing of contract. The relevant Technical Forms is to be filled up accordingly.

### SECTION-3

#### TECHNICAL BID - STANDARD FORMS

Refer to Sl.No.8 of (Part-II) of the Data-Sheet for format of Technical Bid to be submitted and Paragraph 9.3.4 of Section-2 (Part-I) of the RFP for Standard Forms required.

<b>Form No</b>	<b>Description</b>	<b>Page Nos.</b>
Form TECH-1	Letter of Bid Submission	<b>23</b>
Form TECH-2	Bidder's Organization & Experience	
	A – Bidder's Organization	<b>24</b>
	B – Bidder's Experience	<b>26</b>
Form TECH-3	Description of Technical Approach and Financial Review & Procurement Audit Design & Methodology for performing the Assignment/Job	<b>27</b>
Form TECH-4	Team Composition and Task Assignments/Job	<b>28</b>
Form TECH-5	Curriculum Vitae (CV) for proposed Professional Staff	<b>29</b>
Form TECH-6	Work Schedule & Time schedule	<b>31</b>
Form TECH-7	Information regarding any conflicting activities and Declaration thereof	<b>32</b>

**LETTER OF BID SUBMISSION**

Location: \_\_\_\_\_  
Dated: \_\_\_\_\_

To: [Name and address of Authority]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for “Review/Appraisal of RMSA” in accordance with your Request for Proposal No. /RMSA dated \_\_\_\_\_. We are hereby submitting our Proposal which includes this Technical Bid and a Financial Bid on CPP portal website i.e. <http://eprocure.gov.in/cppp>. and requisite EMD.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials] \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**BIDDER'S ORGANIZATION**

**A: Bidder's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate (if any) for this Assignment/job in tabulated form. This should include the following:

1. Name of Agency/Organization
2. Address with Telephone, Fax & E-mail etc.
  - (a) Registered Office
  - (b) Head Office
3. Details of Registration (Please indicate all details including incorporation)
4. PAN Number
5. Year of Experience of Agency/Organization
6. Type of Organization
7. History
8. Profile of Organization
  - (a) Organizational Structure
  - (b) Organization Chart
  - (c) Division for various activities, if exists
  - (d) Professional Capabilities
    - (i) The Team, Field operations & Strengths
    - (ii) Infrastructure available
    - (iii) Geographical Reach
9. Details of client in various sectors (Particularly Govt. Deptts. /Ministries/PSUs)



**BIDDER’S ORGANIZATION**

10. (a) Details of Data Management Capability  
 (b) Software Resources  
 (c) Connectivity

11. List of Professional (separate for Key Professionals, other staff, Field Personnel’s etc.)

<b>Sl. No</b>	<b>Name</b>	<b>Position</b>	<b>Educational Qualification</b>	<b>Year of work experience</b>	<b>Area of specialization</b>

12. List of offices in various cities/states

<b>Sl. No</b>	<b>Location/City</b>	<b>States to be covered for assignment</b>	<b>Contact Person &amp; Address with</b>	<b>Details of all the Infrastructure facilities available for the assignment</b>

13. Any other relevant details about organization

**BIDDER'S EXPERIENCE****B: Bidder's Experience of last five (5) years (upto March, 2016) in conducting Review/Appraisal of Project/Scheme.**

[Using the format below, provide information on each Assignment/job (separately for each assignment) for which your firm and each associate for this assignment was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting services similar to the ones requested for this Assignment. The information must show your overall experience of last five (5) years (upto March, 2016) in undertaking and executing similar Assignment. Same format is to be used for showing all important Assignments. [While the heading of format will remain unchanged, the formatting may be modified & spread from two to three pages as per requirement].

**ASSIGNMENT NO.....**

1	Assignment name:	
1.1	Description of Assignment:	
1.2	Value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Authority:	
1.7	Address of Authority:	
1.8	Total number of staff-months of the Assignment:	
1.9	Approx. value of the Services provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	Number of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: **Please provide documentary evidence from the client i.e. copy of Work Order/ Contract for each of the assignment shown by the Agency.** The experience shall not be considered for evaluation if such requisite support documents are not provided with the bid.

## DESCRIPTION OF TECHNICAL APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Technical Approach and Methodology and Financial Review & Procurement Audit Design are key components of the Technical Proposal. The Agency will present its Technical Proposal divided into the following two chapters:

- (a) Technical Approach and Methodology,
- (b) Appraisal/Review Audit Design

**(a) Technical Approach and Methodology**

In this chapter the Bidder should explain their understanding of the objectives of the Assignment, approach to the Assignment, methodology proposed for carrying out the activities and obtaining the expected output and the degree of detail of such output. The Bidder should also explain the methodology proposed to be adopted and highlight the compatibility of the same with the proposed approach.

**(b) Appraisal / Review Audit Design**

Outline here the Appraisal/Review Audit Design showing details as to how the Assignment will be completed at various level in a State/U.T. in the given time-frame, method of Analysis of information collected, number and deployment of Key Professional and other staffs proposed to be deployed by the Bidder keeping in view the requirement, as given in the 'Terms of Reference'.

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

In this chapter, the Bidder/s should propose and justify the structure and composition of its team for completion of Assignment. The Bidder/s should list the main disciplines of the Assignment/job, the key expert responsible for them i.e. Key Personnel/Team Leaders and proposed Technical, support and other staff.

**Duration: 04 months (Ref. TOR)**

<b>PROFESSIONAL STAFF (KEY PERSONNEL/TEAM LEADER ETC.)</b>					
<b>S. No.</b>	<b>Name of Staff</b>	<b>Name of Firm</b>	<b>Area of Expertise</b>	<b>Position assigned for this job</b>	<b>Task assigned for this job</b>

**CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF**

1. **Proposed Position:** \_\_\_\_\_  
[For each position of key professional separate form TECH-5 is to be prepared]:
2. **Name of Firm:** \_\_\_\_\_  
[Insert name of firm proposing the staff]:
3. **Name of Staff:** \_\_\_\_\_  
[Insert full name]:
4. **Date of Birth:** \_\_\_\_\_
5. **Nationality:** \_\_\_\_\_
6. **Education:** \_\_\_\_\_  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of acquiring]:
7. **Membership of Professional Associations:** \_\_\_\_\_
8. **Other Training:** \_\_\_\_\_
9. **Work Experience in States** \_\_\_\_\_  
[List States where staff has worked in the last ten years]:
10. **Languages:** \_\_\_\_\_  
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. **Employment Record:** \_\_\_\_\_  
[Starting with present position, list in reverse order every employment held by staff member since graduation giving details for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
  
Authority: \_\_\_\_\_  
  
Position held: \_\_\_\_\_
12. **Detailed Tasks Assigned:**  
[List all tasks to be performed by above staff under this Assignment for which Proposal is being submitted]
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
[Amongst the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff's capability to handle the

tasks listed under point 12.]

Name of Assignment/job or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Authority: \_\_\_\_\_

Main features of Assignment: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

14. **Certification:**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the bidder]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

### WORK SCHEDULE & TIME SCHEDULE

Outline here the Work Schedule/Plan and Time Schedule, as per following proforma:

S.No.	Activity*	Month**

Notes:

\* Indicate all main activities of the Assignment/job, including delivery of reports i.e. deliverables as per TOR and other benchmarks such as Authority’s approvals.

\*\* Duration of activities shall be indicated in the form of a bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES  
AND DECLARATION THEREOF**

- 1. Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in Para-5 of Section-2 of RFP. If yes, please furnish details of any such activities.
  
- 2. If no, please certify, as under:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under Para-5 of the Section-2. We also acknowledge that in case of mis-representation of the information, our proposals/contract shall be rejected/ terminated by the Employer which shall be binding on us.

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



**Scoring criteria for Bidders***(Refer Clause 14.3 of RFP)*Maximum  
Marks (100)**A. Experience of review of Centrally Sponsored Schemes for any Central / State Govt. / Govt. Autonomous Bodies- 30 marks**

1. Review of any scheme related to education sector (in last 5 years upto March, 2016)
  - (a) Consultancy contracts costing not less than Rs. 20 Lakh each and not more than Rs. 25 lakh (1 mark for each) 5
  - (b) Consultancy contracts costing not less than Rs. 25 Lakh each and not more than Rs. 40 lakh (1.25 mark for each) 5
  - (c) Consultancy contracts costing not less than Rs. 40 Lakh each (1.5 mark for each) 6
2. Review of any other centrally sponsored scheme (in last 5 years)
  - (a) Consultancy contracts costing not less than Rs. 20 Lakh each and not more than Rs. 25 lakh (1 mark for each) 3
  - (b) Consultancy contracts costing not less than Rs. 25 Lakh each and not more than Rs.40 lakh (1 mark for each) 3
  - (c) Consultancy contracts costing not less than Rs. 40 Lakh each (1 mark for each) 3
3. Review of Rashtriya Madhyamik Shiksha Abhiyan/ Sarva Shiksha Abhiyan (SSA)/Mid-Day Meal/ Teachers' Education in any State/UT(in last 5 years)
  - (a) Consultancy contracts less than Rs. 20 lakh (1 marks for each) 5

**B. Technical Approach and Methodology- 35 marks**

- (a) Methodology proposed for carrying out the evaluation study and obtaining the expected output and the degree of detail of such output including usage of ICT tools. 15
- (b) Design and number of questionnaire and survey format, method of sample selection, statistical tools for collection and analysis of data, physical verification, focus group discussion, interviews etc. 10

- (c) Steps to be taken for completion of Assignment within the time-schedule, as per TOR (as per Form TECH-6) 10

**C. Infrastructure/Manpower - 35 marks**

- a. National Team Leader 10
- b. Additional experts at National Level (1 mark each) 5
- c. Social Scientist at state level (7 staff- 4 marks for every staff members) 28
- d. Additional social scientist at state level (1 mark each) 7
- e. For evaluation of the aforesaid professionals, the following sub-criteria can be followed
- (i) Education Qualification (Post-Graduation or equivalent degree in the field of Human Resources)
  - (ii) Adequacy for the assignment/job (Experience in providing consulting services in the field of education)
  - (iii) Experience of region & language
- f. Number of branch offices in the country (0.5 mark per branch if located in any of the 14 visiting states/UT) 4
- g. Number of professional staff proposed to be employed for evaluation work (1 mark for each additional field investigator over and above 2 staff members per state on an average) 16

**Note:** Aforesaid score of 70 marks under Infrastructure/Manpower category would be scaled down by dividing the marks obtained by 2.

**D. Minimum Score**

To qualify for opening of financial bid, the Applicant must have a **minimum score of 70**.

**Notes:**

1. The post-graduation or equivalent degree in the field of Human Resources should have been granted by UGC recognised Central & State Universities

**Bank Guarantee for Earnest Money Deposit**

*(Refer Clauses 12.1 of Section-2, Part I of RFP)*

B.G. No.

Dated:

1. In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a trust/society/company) and having its registered office at ..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Review/Appraisal of the Rashtriya Madhyamik Shiksha Abhiyan (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 12.1 and 12.2 of Section-2, Part I of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 2,00,000 (Rupees two lakh only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2, 00,000 (Rupees two lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 2 lakh (Rupees two lakh only) The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 16.8.2017.

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

**Instructions of Online Bid submission**

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder the logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date &

- time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
  - 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
  - 19) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
  - 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  - 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
  - 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
  - 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
  - 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  - 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
  - 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
  - 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
  - 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
  - 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to [-cPPP-nic@nic.in](mailto:-cPPP-nic@nic.in).

## SECTION-4

### FINANCIAL PROPOSAL - STANDARD FORMS

<b>Form No.</b>	<b>Description</b>	<b>Page Nos.</b>
Form FIN-1 (A)	Financial Proposal Submission Form	<b>41</b>
Form FIN-1(B)	Summary of Costs	<b>42</b>
Form FIN-1 (C)	Breakdown of Remuneration (Lump-Sum)	<b>43</b>



## FINANCIAL BID SUBMISSION FORM

Location: \_\_\_\_\_  
Dated: \_\_\_\_\_

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for Appraisal/Review of RMSA in 14 states and Union Territories in accordance with your Request for Proposal (RFP) dated \_\_\_ and our Technical Bid. Our attached Financial Bid, as per TOR is for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)<sup>1</sup>. This amount is inclusive of the Domestic taxes / other taxes payable to appropriate authority/authorities.

We hereby confirm that the financial bid is unconditional and we acknowledge that any condition attached to financial bid shall result in rejection of our financial proposal.

Our Financial Bid shall be binding upon us up to expiration of the validity period of the Bid, i.e. before the date indicated at S.No. 7 (clause 8.1 of RFP) of the Part-II - Data-Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

**Notes:**

1. Amounts must coincide with the ones indicated under Total Cost of Financial bid in Form FIN-1(B).

**SUMMARY OF COSTS**

S.No.	Particulars/ Items	Amount in Figure (Rupees)	Amount in words (Rupees)
1.	Remuneration (Key professional & Support Staff)		
2.	Expenses on Transportation, Accommodation, TA/DA, Local Transport, etc.		
3.	Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis etc		
4.	Service Tax/Any other tax		
	<b>Total Cost of Financial Bid (including applicable Taxes)</b>		

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BREAKDOWN OF REMUNERATION**  
(for details please refer to Note below)

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

1. Key Professionals are to be indicated by name.

2. Support Staff is to be indicated as per category

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words): (Rupees \_\_\_\_\_ Only)

**Notes:**

- Professional Staff should be indicated individually; Support Staff (including field staff) should be indicated as per category. Cost of Secretarial services, if any, will be indicated in form FIN-1(E).
- Positions of Professional Staff shall coincide with the ones indicated in Form TECH-4 & 5.
- Indicate separately staff-month rate for each staff member.

## **SECTION-5**

### **TERMS OF REFERENCE FOR ENGAGING AN AGENCY/CONSULTANT TO CONDUCT APPRAISAL/REVIEW THE SCHEME OF RASHTRIYA MADHYAMIK SHIKSHA ABHIYAN (RMSA), IN STATES/UTs**

#### **1. BACKGROUND**

The Centrally Sponsored scheme Rashtriya Madhyamik Shiksha Abhiyan (RMSA) was launched in March 2009. The objective of RMSA is to enhance access and improve quality of education at secondary stage, while ensuring equity. The scheme envisages enhancing the enrollment for classes IX-X by providing a secondary school within a reasonable distance of every habitation, improving quality of education imparted at secondary level through making all secondary schools conform to prescribed norms, and removal of gender, socio-economic and disability barriers, universal access to secondary level education by 2017 and universal retention by 2020.

In 2013-14, the other Centrally Sponsored Schemes viz ICT in Schools, Girls' Hostel, Inclusive Education for Disabled at Secondary Stage (IEDSS) and Vocationalisation of secondary and Higher Secondary Education (VSHSE) were subsumed under RMSA. Also, as interventions under these schemes extended to aided and higher secondary schools, the integrated RMSA has provided for convergence based implementation for certain components.

Under Girls' Hostels component, the objective is to retain the girl child in secondary school so that girl students are not denied the opportunity to continue their studies due to distance to school, parents' financial condition and other connected societal factors.

The ICT@schools component, envisages to provide opportunities to secondary stage students to mainly build their capacity on ICT skills and make them learn through computer aided learning process and to bridge the digital divide amongst students of various socio economic and other geographical barriers.

The IEDSS component aims to provide secondary education to children with special needs (CWSN) by enabling all students with disabilities completing 8 years of elementary schooling the opportunity to complete 4 years of secondary education in an inclusive and enabling environment. The scheme covers all children in Government, local body and Government-aided schools, with one or more disabilities as defined under the Persons with Disabilities Act (1995) and the National Trust Act (1999) in the classes IX to XII. Girls with the disabilities receive special focus to help them gain access to secondary schools, as also to information and guidance for developing their potential.

The VSHSE component aims to enhance the employability of youth through demand driven competency based, modular vocational courses; to maintain their competitiveness through

provisions of multi-entry multi-exit learning opportunities and vertical mobility/ interchangeability in qualifications; to fill the gap between educated and employable; and to reduce the dropout rate at the secondary level and decrease the pressure on academic higher education.

## **2. OBJECTIVES**

The objective of the review/appraisal is to seek professional opinion on the effectiveness of the various components of scheme i.e. RMSA, ICT in Schools, Girls' Hostel, Inclusive Education for Disabled at Secondary Stage (IEDSS) and Vocationalisation of secondary and Higher Secondary Education (VSHSE), both in terms of financial and physical progress, in meeting its objectives and to suggest measures for midcourse correction for system improvement and better utilization of resources.

## **3. TERMS OF REFERENCE**

The terms of reference of the study are:-

- (a) To analyze the major outputs of all components of the integrated scheme since its inception vis-à-vis the desired outputs and identify the gaps.
- (b) To analyze the financial and physical achievements under the different components of Scheme, vis-à-vis the approvals given.
- (c) To analyze/assess major outcomes of various components of the scheme vis-à-vis desired outcomes with analysis of parameters such as Gross Enrolment Ratio, Drop-out rate, Gender gap, learning outcomes, quality of education, equity aspects, etc.
- (d) To analyze the impact of various components of the Scheme on quality of education due to interventions such as filling up of vacancy in teacher and Headmaster cadre, teachers training, leadership training, Curriculum revision, improvement in Physical infrastructure, School grants, other activities like use of Science kit, Maths Kit, Promotion of Yoga, Project on enhancement of learning, Rashtriya Avishkar Abhiyan, Kala Utsav, Shala Siddhi, and holding of Inspirational/Motivational camp, setting up of Girls hostels, provisions of ICT facilities in schools, interventions for benefit of CWSN and interventions pertaining to vocational education etc. .
- (e) To give recommendation for revision of the scheme for making it more effective in achieving the desired outcomes.
- (f) To suggest measures for improvement of implementation and monitoring mechanism for the scheme

#### 4. METHODOLOGY

- (1) A field sample survey of 14 states is to be carried out. The States which have to be covered are as follows:

SN	Region/UTs	States/UTs (14)	No. of Districts
1	North/Central	Madhya Pradesh	5
		Uttar Pradesh	7
2	South	Andhra Pradesh	3
		Tamil Nadu	3
3	East	Bihar	4
		Odisha	3
4	West	Maharashtra	4
		Rajasthan	3
5	UTs	Delhi	2
		Puducherry	1
6	North Eastern region	Assam	3
		Manipur	2
7	Hill States	Jammu & Kashmir	3
		Himachal Pradesh	2

- (2) The districts selected for field visits should include at least one Special Focus District. Also, in each selected district, the team will visit at least **10** schools covered under RMSA out of which, at least 07 rural schools (including New and Strengthened Schools) and at least 02 schools in Educationally Backward Blocks (if existing in the district) will be covered. The selected schools should cover at least 02 schools having interventions of different components of RMSA i.e. Civil works, ICT, Vocational Education & IEDSS, if such schools are available in the selected District, and at least 1 Girls Hostel etc.
- (3) During the visit, the team will interact with all the stakeholders including officials at State & District levels and also visit schools assisted under RMSA and interact with all stakeholders including students, parents, SMDC members, teachers and Headmasters/Principals etc.
- (4) The study will comprise both qualitative and quantitative methods. The tools for gathering qualitative information may include
- Interviews and focus group discussion with teachers, SMDC members, parents, students and community. Adequate sample to be covered with respect to interviews/survey of Principal/Headmaster, Teachers (at least 5 per schools), Students (at least 10 per school), Parents (at least 3 per school), SMDC, District and State Educational Authorities etc.

- Physical observations of the availability, quality and usage of physical infrastructure created under different components viz. civil works, ICT@School, Vocational Education, IEDSS & Girls Hostels.
- (5) Analysis of the various data sources for educational indicators to assess the progress over the years.
  - (6) Analysis of annual accounts and audit reports of state implementing societies (SIS).
  - (7) Analysis of procurement procedures of works/goods/services for optimal utilisation of financial resources.
  - (8) The survey/ interview and other tools of obtaining information from the schools, teachers, students, SMDC, parents, districts and state authorities etc. is to be carried out on tablet/mobile based application to allow for quick data collection, compilation and analysis.
  - (9) Expected tasks to be performed by the selected agency are:
    - Develop the instruments as agreed in consultation with the Department
    - Develop protocols for data collection, entry and cleaning
    - Develop the field implementation plan
    - Conduct orientation/training for field survey team
    - Pilot test instruments
    - Revise/refine instruments based on learning from pilot
    - Prepare progress report on pilot
    - Conduct the main survey
    - Clean and prepare the data for analysis (in specified formats) along with developing a detailed codebook for data analysis
    - Prepare and submit technical report highlighting all stages from planning and preparation to completion of data collection.
  - (10) The agency will submit a monthly progress report and will follow the guidelines to be given by MHRD from time to time. On-the-spot checking of data in a sample of District/schools in different states/UTs may be carried out by MHRD to ensure that data collection is being done according to the given guidelines.

## 5. **TIME SCHEDULE**

- A draft appraisal report would be submitted within 3 months of the date of signing of agreement.
- The major findings of the draft report should be shared with the State Implementing Agency and MHRD.
- Feedback from the agency/State/MHRD should be taken into account by the Consultant in the final report in a substantive manner and for the record.

- Agencies/States/MHRD will be required to provide written response within 15 days of receipt of draft report.
- The consultant will submit the final report within 4 months of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report.
- Eight hard copies along with soft copy of the Final Review Report shall be submitted to the Authority within a period of four months from the date of signing of agreement.

## **6. INPUTS TO BE PROVIDED BY THE AUTHORITY**

The Authority will provide copies of

- (i) Framework for Implementation of RMSA
- (ii) Manual on Financial Management and Procurement in RMSA,
- (iii) Guidelines on various components viz ICT, IEDSS, Girls Hostel & VSHSE,
- (iv) Instructions of Department of School Education and Literacy to State/UTs regarding the RMSA scheme,
- (v) Physical & Financial Progress Reports,
- (vi) Annual Reports and Audit Reports of Implementing Agencies, and
- (vii) Database of Educational indicators.

Authority will facilitate interaction of agency/individuals/consultants with the States/UTs as well as their visits to the selected districts and sub-district level units. A representative of the Authority may accompany the team during the State visit.

## **7. DELIVERABLES**

The Consultant shall submit a detailed report indicating the following:

- (i) Evaluation of the implementation of the scheme.
- (ii) Assess the achievement of desired outputs and outcomes under all the components of the scheme. Report to have details highlighting instances where both physical and financial targets could not be achieved along with reasons for such under achievement, if any, and to recommend remedial measures that may be taken by the Authority.
- (iii) Analyze and Recommend extent of improvement in various educational indicators like drop out ratio, enrollment, GER, transition rates, learning outcomes etc. during the period of implementation of the scheme and identify the contributory factors for the same.
- (iv) Analyze the use of available data managed through UDISE, NAS, PMS reports of monitoring institutions for project monitoring and control. Suggest ways to strengthen the existing arrangement as well as recommend any additional monitoring mechanism which could be put in place by the Department so as to ensure that the State contribute their share on time and also their actual execution.



- (v) Analyze the effectiveness of interventions already in place and to recommend further ways for improvement of quality of education with special attention to Girls, SC/ST students, other backward castes and minority students factoring in the educational qualifications of teachers and trainings provided to the teachers, headmasters/principals.
- (vi) Analyze interventions specific to various sub components of the scheme and to assess the achievement of financial and physical targets
- (vii) Evaluate the status and give recommendations on improvement in infrastructure facilities in schools and for interventions particularly to Girls Hostels, IEDSS, Vocationalisation of secondary and Higher Secondary Education and ICT.
- (viii) Evaluate the status of the systems such as procurement being followed at the field level and recommend ways of ensuring the efficient procurement of requisite/approved works/goods/services and the methodology to be used for the purpose.
- (ix) Recommendations on remedial measures to be taken to further strengthen the scheme in view of instances where under performance has been assessed.
- (x) Recommendations and Framework on extension of the scheme beyond 2016-2017 & extension of the scheme to higher secondary level.

## **8. COMPONENT WISE DELIVERABLES:**

In addition to the aforesaid deliverables the following component specific deliverables should be a part of the report.

### **(A) Vocationalisation of secondary and Higher Secondary Education :**

1. Analyze the relevance of the selected job roles to the needs of industry and business of the state / region and to the extent the guidelines for selection of a school are being followed by the states.
2. Analyze the impact of vocational education in reducing the drop out at secondary level, increasing employability of students and its comparison with schools / students not participating in the scheme.
3. Impact of vocational education on the employability and vertical mobility by mapping the movement of students to the industries / higher education or in placement / self-employment.
4. Analyze the cost effectiveness of the scheme in terms of improving the drop- out rate and employability.

### **(B) Girls Hostel:**

1. Impact of Girls Hostel in terms of retention of girl child in Secondary and Higher Secondary level.

2. Analyze the effectiveness of Girls Hostel to make Secondary and Higher Secondary education accessible to a larger number of girl students.
3. Analyze the standards of provisions pertaining to fooding /lodging, toiletries and sanitation and safety provided to children in the Girls Hostel.

**(C) Inclusive Education of Disabled at Secondary Stage (IEDSS) :**

1. Impact of the IEDSS in creating an enabling environment for the students with disabilities who after completing eight years of elementary schooling are able to pursue further four years of secondary schooling
2. Special emphasis on girl students with disabilities by paying them stipend.
3. Analyze the impact of infrastructure facilities provided to the schools for students with disabilities under this component.

**(D) ICT@Schools :**

1. Analyze the functional status of Hardware and Software installed in the schools.
2. Analyze the Impact on enrollment of students and learning process among the students due to regular use of the system.
3. Analyze the learning services being delivered in the schools under the component.

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## SECTION-6

### STANDARD FORMS OF CONTRACT

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*Note: Standard Forms of Contract i.e. Form of Contract, General Condition of Contract, Special Condition of Contract & Appendices are for the information of all bidders/consultants and will be executed by the Consultant finally selected and awarded the assignment*

## I (A) : FORM OF CONTRACT

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

This CONTRACT (hereinafter called the “Contract”) is made on this \_\_\_\_ day of the month of \_\_\_\_\_, 2017 between MHRD (hereinafter called the “Authority”), of the First Part and, \_\_\_\_\_  
(hereinafter called the “Consultant”) of the Second Part.

### WHEREAS

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

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

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Disclaimer
  - (b) The General Conditions of Contract;
  - (c) The Special Conditions of Contract;
  - (d) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing schedule
    - Appendix D: Cost Estimates in Local Currency
    - Appendix E: Duties of the “Authority”
    - Appendix F: Duties of the Consultant
    - Appendix G: Mandate Form for payments through RTGS
    - Appendix H: Bank Guarantee for performance security
2. The mutual rights and obligations of the “Authority” and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

- (b) the “Authority” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

In presence of (Witnesses)	Signed by _____ 1. For and on behalf Of MHRD
(i) _____	_____
(ii) _____	[Authorized Representative]
In presence of (Witnesses)	2. For and on behalf of [name of Consultant]
(i) _____	_____
(ii) _____	[Authorized Representative]

## **I (B): DISCLAIMER**

### **1. Disclaimer**

- 1.1 The Selected consultant acknowledges that prior to the execution of this Agreement, the consultant has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and conditions, and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Consultant confirms that it shall have no claim whatsoever against the Authority in this regard.
- 1.2 The Selected Consultant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Consultant, its Associates or any person claiming through or under any of them.
- 1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 1.1 above shall not vitiate this Agreement, or render it voidable.
- 1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 1.4 shall not prejudice the disclaimer of the Authority contained in Clause 1.1 and shall not in any manner shift to the Authority any risks assumed by the Consultant pursuant to this Agreement.
- 1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Consultant and the Authority shall not be liable in any manner for such risks or the consequences thereof.

## II. GENERAL CONDITIONS OF CONTRACT

### 1.0 GENERAL PROVISIONS

#### 1.1 Definitions:

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Authority” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 3.1.
- (e) “Foreign Currency” means any currency other than the currency of the “Authority’s” country.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of India
- (h) “Local Currency” means Indian Rupees.
- (i) “Member” means any of the entities that make up the association; and “Members” means all these entities.
- (j) “Party” means the “Authority” or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 5.2(a).
- (l) “Reimbursable expenses” means all assignment-related costs [such as travel, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.



- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix-A** hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Authority”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

## 1.2 **Relationship between the Parties:**

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

## 1.3 **Law Governing Contract:**

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

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

## 1.5 **Notices**

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

## 1.6 **Location:**

The Services shall be performed at 14 States/Union Territories as specified in Terms of Reference (TOR).

## 1.7 **Authority of the Lead Partner:**

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

under the Contract.

**1.8 Authorized Representatives:**

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

**1.9 Taxes and Duties:**

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.10 Fraud and Corruption**

**1.10.1 Definitions:**

It is the Authority’s policy which requires that Authority’s as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

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

**1.10.2 Measures to be taken by the Authority:**

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

## **2.0 Performance security**

2.1 The Selected Consultant shall, for the performance of its obligations hereunder during the Contract Period, provide to the Authority no later than 5 (five) days from the date of receipt of Letter of Intent, a **Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee** acceptable to the Authority, as per format at **Appendix–H, drawn in favor of Authority “PAO, Ministry of Human Resource Development” and payable at New Delhi, for a sum equivalent to 10% of the total cost of the project as “Performance Security”**. Until such time the Performance Security, is provided by the selected consultant pursuant hereto and the same comes into effect, the EMD shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the EMD to the selected consultant.

2.2 Notwithstanding anything to the contrary contained in this Contract, in the event the Performance Security is not provided by the Selected consultant in accordance with the provisions of Clause 2.1 and within the period specified therein or such extended period as may be provided by the Authority in accordance with the provisions of Clause 2.3, the Authority may encash the EMD and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the selected consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the selected consultant, and this Contract shall be deemed to have been terminated by mutual agreement of the Parties.

2.3 In the event the selected consultant fails to provide the Performance Security within a period of 5 (Five) days from the date of receipt of Letter of Intent, it may seek extension of time for a period not exceeding 5 (five) days on payment of Damages for such extended period in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day until the Performance Security is provided.

### **2.4 Validity and Release of Performance Security**

The Performance Security shall remain in force and effect for a period of 60 days beyond 4 (four) months from the Effective Date, and shall be released within 30 (thirty) days of expiry of the Evaluation Period or Termination, whichever is earlier, in accordance with this Contract.

## **3.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

3.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the signing of the contract.

3.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within 5 (five) days after the date of the Contract signed by the Parties, the contract shall be deemed to be terminated in terms of clause 12.2 of Part-I Section-2 of

RFP.

3.3 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 3.9 hereof, this Contract shall expire 4 (four) months after the Effective Date (as per clause 3.1) unless the such period is extended on express request of the consultant giving special reasons thereof and duly accepted by the Authority in writing for the same, with liquidated damages as specified under clause GC 10.0.

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

3.5 **Modifications or Variations:**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

3.6 **Force Majeure**

3.6.1 **Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Subject to clause 3.6.3, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.6.2 **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such

inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **3.6.3 Measures to be Taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Authority”, shall either:
  - (i) demobilize,; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC-8.

### **3.7 Damages for delay by the Selected Consultant**

In the event that: (i) the selected consultant does not ensure fulfilment of any or all of the Conditions Precedent set forth in Clause 2.1 within a period of 5 (five) from the date of this Contract; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Consultant shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day’s delay until the fulfilment of such Conditions Precedent, subject to a maximum of 0.5% (zero point five per cent) of the Performance Security.

### **3.8 Deemed Termination upon delay**

Without prejudice to the provisions of Clauses 3.11.3, the Parties expressly agree that the contract shall expire at the end of such time period after the Effective Date as specified in the SC, all rights, privileges, claims and entitlements of the Selected Consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the Selected Consultant, and the Contract shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event

of expiration of such time period after the Effective Date as specified in the SC for reasons attributable to the Selected Consultant, the Performance Security of the Selected Consultant shall be encashed and appropriated by the Authority as Damages thereof.

### **3.9 Carrying out part work at Risk & Cost of Contractor**

If the consultant makes default or does not execute the work with due diligence even after a notice of in writing of 7 days in this from the ‘Authority’ and does not remedy the default in complying the terms and conditions of the contract, the ‘Authority’ shall have the powers to execute the work at the risk and cost of the consultant, after determining the work completed so far. The certificate of the ‘Authority’ as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the ‘Authority’ are less than the amount payable to the consultant at his agreement rates, the difference shall not be payable to the consultant. Any excess expenditure incurred or to be incurred by the ‘Authority’ in completing the part work /part incomplete work or the excess loss of damages suffered or may be suffered by ‘Authority’ as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the ‘Authority’ in law or as per agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. The ‘Authority’ shall have the right to adjust the amount form the dues from the consultant and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of the above course adopted by the ‘authority’, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**3.10 Suspension:** The “Authority” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding 7 (seven) days after receipt by the Consultant of such notice of suspension.

### **3.11 Termination**

#### **3.11.1 By the “Authority”:**

The “Authority” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 3.9.1.1.

3.11.1.1 (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 3.10 herein

above, within seven (7) days of receipt of such notice of suspension or within such further period as the “Authority” may have subsequently approved in writing.

- (b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9 hereof.
- (d) If the Consultant, in the judgment of the “Authority”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Authority” a false statement which has a material effect on the rights, obligations or interests of the “Authority”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Authority”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

### 3.11.2 **By the Consultant:**

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the “Authority”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 3.11.2.1

- 3.11.2.1 (a) If the “Authority” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC-9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Authority” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC-9 hereof.
- (d) If the “Authority” is in a material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer

period as the Consultant may have subsequently approved in writing) following the receipt by the “Authority” of the Consultant’s notice specifying such breach.

### **3.11.3 Cessation of Rights and Obligations:**

Upon termination of this Contract pursuant to Clauses GC 3.2 or GC 3.11 hereof, or upon expiration of this Contract pursuant to Clause GC 3.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GC 4.3 hereof,
- (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 4.4 hereof, and
- (iv) any right which a Party may have under the Law.

### **3.11.4 Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 3.11.1 or GC 3.11.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided by Clause GC 4.7 hereof.

### **3.11.5 Payment upon Termination:**

Upon termination of this Contract pursuant to Clauses GC 3.11.1 or GC 3.11.2 hereof, the “Authority” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 3.11.1.1(g) & (h) or clause 3.11.2, remuneration pursuant to Clause GC7.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 7.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 3.11.1.1 (a) to (f) and clause 3.8, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this section hereof. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

**3.11.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 3.11.1.1 or in Clause GC 3.11.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



## **4.0 OBLIGATIONS OF THE CONSULTANT**

### **4.1 General**

#### **4.1.1 Standard of Performance:**

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

#### **4.2 Conflict of Interests:**

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

#### **4.2.1 Consultant and Affiliates Not to Engage in Certain Activities:**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

#### **4.2.2 Prohibition of Conflicting Activities:**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

#### **4.3 Confidentiality:**

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

#### **4.4 Accounting, Inspection and Auditing:**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and

the bases thereof, and (ii) shall periodically permit the “Authority” or its designated representative and/or the Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Authority” or the Authority, if so required by the “Authority” or the Authority as the case may be.

#### 4.5 **Consultant’s Actions Requiring Authority’s Prior Approval:**

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

- (a) Any change or addition to the Personnel listed in **Appendix-C**.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Authority”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Authority” to be incompetent or incapable or undesirable in discharging assigned duties, the “Authority” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Authority”, or to resume the performance of the Services itself.

#### 4.6 **Reporting Obligations:**

The Consultant shall submit to the “Authority” the reports and documents specified in the TOR and in **Appendix-B** hereto, in the form, in the numbers and within the time periods set forth in the said **Appendix**. Final reports shall be delivered in addition to the hard copies in the manner specified in said **Appendix**.

#### 4.7 **Documents Prepared by the Consultant to be the Property of the “Authority”:**

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

### 5.0 **CONSULTANTS’ PERSONNEL**

#### 5.1 **General:**

The Consultant shall employ and provide such qualified and experienced as are required

to carry out the Services.

## 5.2 **Description of Personnel:**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in **Appendix-C**. If any of the Key Personnel has already been approved by the "Authority", his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 4.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be made by the Consultant by written notice to the "Authority", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than one week, whichever is lesser, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 7.1(b) of this Contract. Any such adjustments shall only be made with the Authority's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix-A**, the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be increased by agreement in writing between the "Authority" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 7.1(b) of this Contract, this will be explicitly mentioned in the agreement.

## 5.3 **Approval of Personnel:**

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

## 5.4 **Removal and/or Replacement of Personnel:**

- (a) Except as the "Authority" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the Authority.
- (b) If the "Authority" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Authority"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with equivalent qualifications and experience acceptable to the "Authority".

© If the consultant replaces any of the person under clause (a & b) above the remuneration to be paid for a replacement person shall not be less than the remuneration which would have been paid to the personnel replaced.

#### 5.5 **Nodal Officer:**

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Nodal officer, acceptable to the "Authority", shall take charge of the performance of such Services.

### 6.0 **OBLIGATIONS OF THE "AUTHORITY"**

#### 6.1 **Assistance and Exemptions:**

Unless otherwise specified in the SC, the "Authority" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services (if required during execution).
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

#### 6.2 **Change in the Applicable Law Related to Taxes and Duties:**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 7.1(b).

#### 6.3 **Services, Facilities and Property (inputs & facilities) of the "Authority":**

The "Authority" shall make available to the Consultant the inputs and facilities described in **Appendix-E** at the times and in the manner specified in said **Appendix-E**.

#### 6.4 **Payment:**

In consideration of the Services performed by the Consultant under this Contract, the "Authority" shall make to the Consultant such payments and in such manner as is provided by Clause GC-7 of this section hereof.

## 7.0 PAYMENTS TO THE CONSULTANT

### 7.1 Total Cost of the Services:

- (a) The total cost of the Services payable is set forth in **Appendix-D** as per the consultant's proposal to the Authority.
- (b) Except as may be otherwise agreed under Clause GC 3.5, payments under this Contract shall not exceed the amount specified in **Appendix-D**.
- (c) Notwithstanding Clause GC 7.1(b) hereof, if pursuant to any of the Clauses GC 5.2 (c) hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 7.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 7.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 7.2 Currency of Payment:

All payments shall be made in Indian Rupees.

### 7.3 Terms of Payment:

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

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. **The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC-5.**
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Authority shall release the payment to the consultant without any further delay.
- (c) Final Payment: The final payment as specified in SC-5 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Authority". The Services shall be deemed completed and finally accepted by the "Authority" and the final report and final statement shall be deemed approved by the "Authority" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Authority" unless the "Authority", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Authority" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Authority" within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the "Authority" for reimbursement must be made within twelve (12) calendar months after receipt by the "Authority" of a final report and a final statement approved by the "Authority" in accordance with the above.

- (d) For the purpose of payment under Clause 7.3 (b) above, acceptance means; acceptance of the deliverables by the Authority after submission by the consultant and the consultant has made presentation to the Authority with / without modifications to be communicated in writing by the Authority to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority shall not release the payment due to the consultant. This is without prejudicing the Authority's right to levy any liquidated damages under Clause-10. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Authority.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Authority to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Authority communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
  - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
  - (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.
  - (iii) The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **8.0 FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith:**

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

### **8.2 Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best

efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC-9 hereof.

## **9.0 SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement:**

Performance of the contract is governed by the terms & conditions of the Contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 9.2 shall become applicable.

### **9.2 Arbitration:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the concerned Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

9.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

9.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **10.0 Liquidated Damages**

10.1 If the Consultant fails to submit the final report within 4 months of the date of signing of agreement set forth in Sl.No. 16 of Part-II the Section-2 (Data Sheet), unless such failure has occurred due to Force Majeure, it shall pay Damages to the Authority for an amount equal to 1% (one percent) of total cost of the services for every week or part thereof for the delay. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Contract, including the right of Termination thereof.

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

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

**12. Miscellaneous provisions:**

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Authority/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor/Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Authority.



### III. SPECIAL CONDITIONS (SC) OF CONTRACT:

S.No.	Ref. of GC clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.0	1.5	<p>The address are:</p> <p>1. “Authority” : Attention : Facsimile :</p> <p>2. Consultant : Attention : Facsimile :</p>
2.0	1.7	<p>Lead Partner is: _____</p> <p>If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC will be inserted here. If the Consultant consists only of one entity, this Clause will be deleted from the SC.</p>
3.0	1.8	<p>The Authorized Representatives are:</p> <p>For the “Authority”: _____</p> <p>For the Consultant: _____</p>
4.0	2.1	<p>The effectiveness conditions are the following:</p> <p>Selected consultant to provide Performance Security to the Authority within 5 (five) from the date of receipt of Letter of Intent.</p>
5.0	7.3	<p>The stage-wise payment for the Assignment will be released as under:</p> <p>(i) 20% amount of the approved cost of assignment plus applicable Service Tax, if any, on submission of detailed strategy/plan for visiting the 14 States/UTs conducting the study, data analysis and report submission.</p> <p>(ii) 40% amount of the approved cost of assignment plus applicable service tax, if any, towards second installment on submission of draft acceptable report.</p> <p>(iii) Balance 40% of the approved cost of assignment plus applicable service tax, if any, towards third and final installment on submission and acceptance of final report by Authority.</p> <p>(iv) TDS at applicable rates will be deducted from all the stage payment.</p> <p>(v) All the payments will be made by RTGS/NEFT. For transfer of due amount, the consultant shall provide requisite details in the prescribed mandate form. The consultant will furnish the Mandate Form at the time of signing of contract.</p>

6.0	9.3	The Arbitration proceedings shall take place in Delhi/New Delhi in India.
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Binding signature of Authority Signed by \_\_\_\_\_  
 (for and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_  
 (for and on behalf of \_\_\_\_\_  
 duly authorized vide Resolution  
 No \_\_\_\_\_  
 dated \_\_\_\_\_ of the Board of Directors of  
 \_\_\_\_\_)

In the presence of  
 (Witnesses)

1. \_\_\_\_\_

2. \_\_\_\_\_

## **IV. APPENDICES**

### **APPENDIX-A – DESCRIPTION OF SERVICES**

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

### **APPENDIX-B - REPORTING REQUIREMENTS**

*A draft appraisal report would be submitted within 3 months of the date of signing of agreement. The major findings of the draft report should be shared with the State Implementing Agency/MHRD. Feedback from the agency/State should be taken into account by the Consultant in the final report in a substantive manner and for the record. Agencies/States will be required to provide written response within 15 days of receipt of draft report. The consultant will submit the final report within 4 months of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report. Four hard copies along with soft copy of the Final Review Report shall be submitted to the Authority within a period of four months from the date of signing of agreement.*

### **APPENDIX C – STAFFING SCHEDULE**

*Appendix-C to include the agreed staffing schedule including the engagement of sub-contractors, if any.*

### **APPENDIX-D – COST ESTIMATES IN LOCAL CURRENCY**

*This Appendix will include the rates quoted in the Financial Proposal or the negotiated rates, whichever is applicable.*

### **APPENDIX-E - DUTIES OF THE “AUTHORITY”**

*This Appendix will include the list of Services and facilities to be made available to the Consultant by the “Authority”.*

### **APPENDIX-F - DUTIES OF CONSULTANT**

*This Appendix will contain details of work to be carried out by Consultant for Authority.*

### **APPENDIX-G – MANDATE FORM**

*This Appendix will contain banks details of the consultant for payments by the Authority.*

### **APPENDIX-H - BANK GUARANTEE FOR PERFORMANCE SECURITY**

**MANDATE FORM****ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS****A. DETAIL OF ACCOUNT HOLDER:**

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

**B. BANK ACCOUNT DETAILS :**

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

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

Date :

Signature of Customer

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

Date:

Signature of Customer

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

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

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

**WHEREAS:**

- (A) .....(the “**Consultant**”) and the Secretary, Department of School Education & Literacy, Ministry of Human Resource Development, Government of India (the “**Authority**”) have entered into a Contract dated .....(the “**Contract**”) whereby the Authority has agreed to the Consultant undertaking the review/appraisal of the Rashtriya Madhyamik Shiksha Abhiyan, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Consultant to furnish a Performance Security to the Authority in a sum of Rs. .... (Rupees ..... ) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 60 days beyond 4 (four) months from the Effective Date(as defined in the Agreement).
- (C) We, ..... through our Branch at ..... (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Consultant’s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority, that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or

any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed this .....day of ....., 20 .....at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the BANK by:

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

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.