

Tender Cost Rs. 1000/-

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING
Educational Survey Division (ESD)

E-TENDER NOTICE

Sri Aurobindo Marg, New Delhi-110016
for details of tender notice, please visit website www.e-governance.gov.in

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No.F.5-9/2014/ESD

National Council of Educational Research and Training
Sri Aurobindo Marg, New Delhi - 110016

Dated 15.11.2019

NOTICE INVITING TENDER

National Council of Educational Research & Training (NCERT), New Delhi invites online e-tender through CPP portal only under two bid system from companies/firms/organization for Evaluation of National Talent Search Scheme in Educational Survey Division (ESD) of NCERT located at Sri Aurobindo Marg, New Delhi.
No offline tender will be accepted at any cost.

All the documents required will be uploaded in CPP portal before last date and time. However hard copy of tender cost and EMD must be submitted in in ESD Section, National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi-110016 and must reach up to 2.30 p.m. on 20.12.2019.

The Tender Documents may be collected from Head Educational Survey Division (ESD) National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi – 110016 on payment of Tender Cost of **Rs. 1000/- (Rupees One Thousand only)** through DD/Banker Cheque in favour of Secretary, NCERT New Delhi payable at New Delhi on any working day between 10.00 am to 4.00 pm.

The tender documents can also be downloaded from this office website www.e-procurement.gov.in. Those bidders who wish to download the tender documents from the office website should furnish the tender cost of RS. 1000/- (Rupees One Thousand only) through Bank Draft/Pay Order along with the Bidding Documents and EMD for an amount of Rs. 2.00 lakh in favour of Secretary NCERT, payable at New Delhi.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the National Council of Educational Research & Training, shall be final ad bidding.

Head ESD
NCERT

Introduction

The National Council of Educational Research and training (NCERT) was set up in 1961 by the Government of India to assist and advise the Central and State Governments on policies and programmes for qualitative improvement in school education. The major objectives of NCERT and its constituent units are to: undertake, promote and coordinate research in areas related to school education; prepare and publish model textbooks, supplementary material, newsletters, journals and develops educational kits, multimedia digital materials, etc. organise pre-service and in-service training of teachers; develop and disseminate innovative educational techniques and practices; collaborate and network with state educational departments, universities, NGOs and other educational institutions; act as a clearing house for ideas and information in matters related to school education; and act as a nodal agency for achieving the goals of Universalization of Elementary Education.

In addition to research, development, training, extension, publication and dissemination activities, NCERT is an implementation agency for bilateral cultural exchange programmes with other countries in the field of school education. The NCERT also interacts and works in collaboration with the international organisation, visiting foreign delegations and offers various training facilities to educational personnel from developing countries. The major constituent units of NCERT which are located in different regions of the country are:

1. National Institute of Education (NIE), New Delhi
2. Central Institute of Educational Technology (CIET), New Delhi
3. Pandit Sunder Lal Sharma Central Institute of Vocational Education (PSSCIVE), Bhopal
4. Regional Institute of Education (RIE), Ajmer
5. Regional Institute of Education (RIE), Bhopal
6. Regional Institute of Education (RIE), Bhubaneswar
7. Regional Institute of Education (RIE), Mysore
8. North-East Regional Institute of Education (NERIE), Umiam, (Meghalaya)

2.1 Educational Survey Division

The Educational Survey Division is one of the Departments of National Institute of Education (NIE) at Delhi. This division was created in 2012 by merging two erstwhile departments of the National Council of Educational Research and Training (NCERT), namely, Department of educational Measurement and Evaluation (DEME) and Department of Educational Survey and Data Processing (DES and DP). The division conducts educational surveys on census and sample basis with a view to provide

authentic information (data/database) on various aspects of school education for strengthening the educational planning in the country. The functions of the division are:

- Create, maintain and update periodically the educational database at the national level.
- Provide training in quantitative research methods using statistical package.
- Provide central facility for statistical analysis of data pertaining to large scale surveys/studies /Projects conducted by the different constituents of the NCERT.
- Build capacity of state resource persons/key resource persons in conducting educational surveys and evaluation issues relating to school education.
- Develop conceptual material in educational evaluation for the use of teacher educators, in service teachers, pre-service teachers and resource persons.
- Undertake research in the areas pertaining to learning assessment.
- **Conduct National Talent Search Examination (NTSE) to identify talent at school stage.**

2.2 National Talent Search (NTS) Scheme

2.2.1 Historical background –

(a) Salient features of the Scheme

The NTS Scheme is more than five decades old. Several changes had taken place with examination pattern, typology of questions, amount of scholarship etc.

Form the year 1963 to 1975

The National Council of Educational Research and training (NCERT) was established by the Government of India in the year 1961 with a view to bringing about qualitative improvement in school education the country. No sooner the Council was set up then it mounted a number of programmes in this direction. One such programme was to identify and nurture the talented students. This programme took up the shape of a scheme called national Science Talent Search scheme (NSTSS) in the year 1963 which provided for the identification of talented students and awarding them with scholarship. During the first year of the implementation of the scheme, it was confined to the Union Territory of Delhi where in only 10 scholarships were awarded to the Class XI students.

In the year 1964 the scheme was extended to all the states and the union territories in the country with 350 scholarships for the students of Class XI. These scholarships were awarded on the basis of a written examination, a project report and interview. The written examination comprised the Science Aptitude Test and an Essay on a given scientific theme. The candidates were to submit the project report at the time of written examination. A stipulated number of candidates selected on the basis of these three

components were then subjected to personal interview. The performance of the candidates on these four components was eventually employed for the purpose of awarding scholarships. These scholarships were awarded for pursuing education only in basic sciences up to doctoral level.

From the year 1976 to 1984

Consequent upon the Introduction of 10+2+3 pattern of education, the NSTSS scheme also underwent a change in the year 1976. It was no longer confined to only basic sciences but was extended to social science, engineering and medicine as well. It was renamed as National Talent Search Scheme (NTSS). Since the education system in the country was undergoing a change, the scheme was made open to the students of Classes X, XI and XII and separate examination were conducted for each class. The number of scholarships was raised to 500. The selection procedure was also changed. Now the candidates were subjected to two objective type written tests namely Mental Ability Test (MAT) and the Scholastic Aptitude Test (SAT). A stipulated number of candidates qualifying these two tests were subjected to face-to-face interview. The final awards were made on the basis of composite scores obtained in the MAT, the SAT and the interview.

The number of scholarships was again enhanced from 500 to 550 in the 1981. These 50 scholarships were exclusively meant for Scheduled Caste (SC) and Scheduled Tribes (ST) candidates. The number of scholarships was once again escalated to 750 in the year 1983 with a provision of 70 scholarships especially for SC/ST candidates.

From the year 1985 to 1999

This arrangement continued until the scheme was decentralized in the year 1985. An experience of over two decades of the scheme brought it to the forefront that a large number of scholarships were restricted to certain pockets of the country and many areas remained unrepresentative. In the light of this, the scheme was recast in 1985. The scheme, which until now was completely centralized, was partially decentralized and was confined to only Class X. Under the new arrangement the selection of candidates for the awards became a two-tier process. The states and the union territories known as State Level Talent stipulated number (state quota) of candidates for the national level examination to be conducted for about 4000 candidates by the NCERT. The number of scholarships, however still continued to be 750 including 70 for SC/ST candidates. The state and the union territory quota were to be computed proportionately on the basis of the student enrolment at secondary level with a minimum of 10 of a union territory and 25 for a state and a maximum of 500 for either of the two. This quota was to be reviewed every three years.

The states had complete autonomy to design and conduct their written examinations. However, they were advised to follow the national pattern which comprised MAT and SAT. The MAT, which consisted of 100 multiple choice type

questions, was to be attempted by all the candidates. The SAT consisted of 25 multiple choice type questions each on eight subject areas namely Mathematics, Physics, Chemistry, Biology, History, Geography, Civics and Economics. The candidates could choose any four out of these eight subjects and had to answer a total of 100 questions in the SAT.

A stipulated number of candidates who qualified at the national level examination were called for face-to-face interview. The award of scholarships was finally determined on the basis of the candidates' scores obtained in all the three components namely the MAT, the SAT and the Interview.

A crucial modification in the scheme was again made in the year 1995 when the provision of choice in the SAT was abolished and all the subjects were made compulsory. These subjects were Science, Social Science and Mathematics with 40, 40 and 20 questions respectively.

From the year 2000 to 2012

In the year 2000, the number of scholarships was raised from 750 to 1000 with the provision of reservation for SC and ST candidates based on the national norms of 15 per cent and 7 1/2 per cent respectively.

A major change in the scheme came in 2006. The following modifications were made in the scheme.

- The scheme was brought down from Class X to Class VIII.
- The national Talent Search examination was held at the end of Class VIII from the year 2007 onwards.
- The Class VIII MAT and SAT consisted of 90 questions each.
- SAT had 35 questions for Social Science, 35 for Science and 20 for Mathematics.
- Quota for state was computed proportionally on the basis of student enrolment in Classes VII and VIII.
- The amount of scholarship had enhanced to Rs 500/- per month for all the students studying in Class IX onwards (irrespective of the class/course) except for PH.D., wherein it is paid as per UGC norms.
- The criterion of parental income for deciding payment of scholarship was discontinued.
- Book grant was discontinued.

However, the NCERT conducted two more examinations for Class X students in the selection year 2007 and 2008 in order to give an opportunity to those who were in Class X and IX at that time. From the 2008 examination, a provision of 3 per cent reservation has been made for Physically Challenged (PC).

From the year 2013 to 2018

In the year 2013 NTS Exam was shifted to Class X from Class VIII and language Test was included along with Mental Ability Test and Scholastic Test. In the year 2014 Negative marking was introduced for the first time. Again, in the year 2018, the recommendations of reviews committee meeting, language test and negative marking were withdrawn.

from the scheme of examination. The number of scholarship was again enhanced from 1000 to 2000 for the year 2018-19 and 2019-20.

2.2.2 Disbursement of Scholarships

Since its inception in the year 1963, the amount of scholarship underwent revision from time to time. In the year 1964, the amount of scholarship was provided at the rate of Rs.50/- per month. In 1966 the rate of scholarship was revised to Rs.100/-.

The scheme underwent a change in the year 1976 and amount of scholarship was increased to Rs. 150/- per month. In the year 2007, the amount of scholarship was made uniform for all stages from class IX onwards i.e. Rs.500/- per month. In the year 2014-15 the rates of scholarships were increased from Rs 500 to the following rates for various stages of education :a.) Scholarship of Rs 1250/- Per Month for Class XI & XII, b.)Scholarship of Rs 2000/- Per Month for UG and PG and C.)Amount of scholarship for Ph.D in accordance with UGC norms.

The Scholarship is paid in advance on annual basis. Previous to year 2007, the awardees are requested to submit their claim bills each year manually and the amount of scholarship is transferred through their respective institution/school/college. From 2008, the process of submission of claim bills for disbursement of scholarship was made online and amount of scholarship is transferred to candidates by the Banker (State Bank of India) at present under DBT (Direct Benefit Transfer) in their respective account.

2.2.3 Present Structure of Scheme from 2015 onward

The scholarships under the present scheme are awarded to the 2000 candidates for pursuing courses in science and social science up to doctoral level and in professional courses like medicine and engineering up to second-degree level subject to the fulfilment of the conditions provided in rules and regulations for disbursement of scholarships make available on the NCERT website from time to time.

The present scheme comprises of identification of talent through two stage selection process. While the individual state/UT conducts the first stage, and the second stage at the national level is carried out by the NCERT. As per the current scheme all students studying in class X in any type of recognized school are eligible to appear from the state where his/her school is located. Students registered under Open and Distance Learning (ODL) are also eligible for appearing in the exam provided the students are below the age of 18 year (as on 1st July of that particular year) the student is not employed and they are appearing in class X for the first time. Around 8000 candidates recommended by the states/UTs appear at stage II examination conducted by NCERT. The examination consists of two papers Mental Ability Test, and Scholastic Aptitude Test. At national level test papers are developed in 11 Modern Indian Languages apart from English and Hindi.

2.2.4 Reservation

The scholarships under the present scheme are awarded to the candidates for pursuing courses in science and social science up to doctoral level and in professional courses like medicine and engineering up to second-degree level subject to the fulfilment of the conditions provided in this ToR. As on date 2000 scholarships are awarded in the country with reservation of 15 percent for SC, 7.5 percent for ST and 27 percent for other backward classes (OBCs), 4 percent for group of students with benchmark disabilities] and 10 per cent reservation for Economical Weaker Sections (EWS).

2.3 Terms of Reference

NEED FOR EVALUATION OF NTS SCHEME

"Department of Expenditure has instructed that continuation of on-going schemes beyond 31.03.2020 would mandatorily require appraisal and approval of schemes with the approval of Competent Authorities and for that third party evaluation of every on-going scheme would be a pre-requisite. The third party evaluation of NTS Scheme is, therefore, required to assess its continuation beyond 31.03.2020".

1. INSTRUCTIONS TO THE BIDDERS

- 1.1 For the Bidding / Tender Document Purposes, 'National Council of Educational Research & Training shall be referred to as 'NCERT' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the NCERT. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.4 The bidders shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the pre-qualification criteria, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the National Council of Educational Research & Training. The bidder shall be solely responsible for the consequences of any omission error to notify change of address in the aforesaid manner.

2. EARNEST MONEY DEPOSIT: (BID SECURITY)

- 2.1 This bids should be accompanied by an Earnest Money Deposit of Rs. 2.00 lakh (Rupees Two lakh only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Benders, Cheque or Bank Guarantee from any of the Nationalised / Commercial Bank in an acceptable form in favour of Secretary, NCERT payable at New Delhi. The validity of the Bid Security shall be for a period of 90 days. The same can be extended for further 90 days.

- 2.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 2.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 2.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 2.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

2.6 The bid security may be forfeited (EMD)

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - a. Fails to sign the contract in accordance with the terms of the tender document.
 - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the NCERT.
 - c. Fails or refuses to honour his own quoted prices for the services or part thereof.
 - (iii) Irrespective of the above, if any of the information, details, documents, etc. is found to be incorrect/forged/fabricated, the NCERT shall be entitled to forfeit the earnest money.
- 2.7 EMD of the unsuccessful bidder shall be returned to them after expiry of the final bid validity or 30th day after the award of the contract.

3. Performance Security

The Performance Security will be deposited by the bidder upto 10% of the total value of the tender.

4. Tender Cost

The tender cost is Rs. 1000/- in form of DD/BC prepared from any nationalized bank prepared in favour of Secretary NCERT.

5. VALIDITY OF BIDS

- 5.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

- 5.2 In case NCERT calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The NCERT may request for extension for another period of 60 days, without any modifications and without giving any reason thereof.

6. PREPARATION OF BIDS

- 6.1 Language:** Bids and all accompanying documents shall be in English/Hindi only.
- 6.2** The bidding procedure will be followed in accordance with Rule 163 of GFR 2017, which is reproduced as follows:

"Two bid system (simultaneous receipt of separate technical and financial bids):For purchasing high value plant, machinery etc. of a complex and technical nature, bids may be obtained in two parts as under : (i) Technical bid consisting of all technical details along with commercial terms and conditions; and (ii) Financial bid indicating item-wise price for the items mentioned in the technical bid. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids are to be opened by the purchasing Ministry or Department at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only these technically acceptable offers should be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the contract".

- 6.3 Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document on Section 08. Technical bid should be kept in a separate envelope & super scribed as Technical bid. Only those bidders who fulfil technical pre-requisite and evaluation criteria as given in Section 7 will be considered for the financial bid.
- 6.4 Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender document (Section 09). Then the financial bid should be kept in a separate sealed envelope, super scribed "**Financial Bid** for tender for evaluation of NTS Scheme bearing tender No. **No.F.5-9/2014/ESD/** dated 15.11.2019_(with the Name and address of the Bidder)/

Sealed bidding documents (i) Technical Bid along with EMD and (ii) Financial Bid duly filled in as per the instructions of the Tender Document will be floated electronically that will be addressed to the Head ESD, National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi-110016.

7 SUBMISSION OF BIDS

7.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid (ii) Financial Bid, clearly super scribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed as **Tender for Evaluation of NTS Scheme**.

7.2 The Bid shall be submitted not later than **2.30 p.m. on 20.12.2019** & addressed to **Head, ESD, National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi – 110016**

7.3 Bidders sending their bids through post should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for postal delay shall be granted.

7.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the NCERT reserves right to extend the date/time for receipt of bids, before opening of the Technical Bids.

8 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

9 BID OPENING PROCEDURE

9.1 The Technical Bids shall be opened in the chamber of Head, ESD ZH block, NCERT, Sri Aurobindo Marg New Delhi at **10.30 a.m. on 27.12.2019** by the Committee authorized by the competent authority of the National Council of Educational Research and Training in the presence of such bidders or their authorize representative who wish to be present there. The details of the date and time will be given on NCERT website.

10. CLARIFICATION ON TECHNICAL BID EVALUATION.

- NCERT also reserves right to seek confirmation/clarification from the Tenderer, on the supporting documents submitted by the bidder.
- The bidder who qualifies in the technical pre-requisite and evaluation criteria shall only be eligible for opening of financial bid. NCERT shall intimate the bidders, the time/venue for the **financial bid opening written communication**.

11. FINANCIAL BID OPENING PROCEDURE

- 11.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who wishes to be present at the time of opening of the financial bids.
- 11.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies.
- 11.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 11.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error, if any, in the financial bid.
- 11.5 The financial bids will be opened only of those bidders who's technically qualified in technical bid by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 11.6 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 11.7 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 11.8 The date fixed for opening of bids, if subsequently declared as holidays by the government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, the date, time and venue remaining unaltered.

12. RIGHT OF ACCEPTANCE:

- 12.1 National Council of Educational Research & Training reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bid. The decision of the National Council of Educational Research & Training in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

- 12.3 National Council of Educational Research & Training reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned in the tender documents by the agency that has been awarded the contract, National Council of Educational Research & Training reserves the right to award the contract to the next higher bidder from the defaulter agency after getting negotiation with lowest rate.
- 12.5 National Council of Educational Research & Training may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/Municipalities/Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF INTENT'

- 13.1 After determining the successful evaluated bidder, NCERT shall issue a **Letter of Intent (LoI)** in duplicate. The firm will return one copy to NCERT duly acknowledged accepted and duly signed by the authorized signatory, within **Three (3) days** of receipt of the same.
- 13.2 The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contract.
- 13.3 The time taken between the date of issue of **Letter of Intent (LoI)** and Notice to proceed shall not prevent the contractor to mobilize the men power.

TECHNICAL PROPOSAL SUBMISSION FORM

Date: _____

LETTER OF BID

To
Head ESD
National Council of Educational Research & Training
Sri Aurobindo Marg, New Delhi-110016.
Ref: Invitation for Bid No. /**TENDER NO No.F.5-9/2014/ESD/ dated 15.11.2019**

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Documents.
2. I/We offer to execute in conformity with the Bidding Documents for providing Evaluation of National Talent Search Scheme for National Council of Educational Research & Training, New Delhi
3. The bid shall be valid for a period of **120 days** from the date fixed for the bid submission deadline, in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If the bid is accepted, I/we commit to submit a performance security in accordance with the Bidding Documents.
5. I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory
(Bidding Company)
Full Name and Designation
(To be printed on Bidder's letterhead)

GENERAL CONDITION OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Client	National Council of Educational Research & Training.
Firm/Organizations	Shall mean the successful bidder/firms to whom the work for providing Evaluation work of National Talent Search Scheme (NTSS; of ESD of NCERT has been awarded.
Letter of Intent	Shall mean the intent of the NCERT to engage the successful bidder providing evaluation work of NTSS of ESD of NCERT
Confidential Information	shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business/assets of NCERT including the information having the commercial value.
Agreement	The 'Agreement" and "Contract" has been used Interchangeably.
Termination	Shall mean the date specified in the notice of Termination Date given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party

1.2 CONFIDENTIALITY

1.2.1 The firm shall take all precautions not disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the NCERT's business or security arrangements (including but not limited to the

Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the NCERT. The obligation is not limited to any scope and the firm/organization shall be held responsible in case of breach of the confidentiality of NCERT's information.

- 1.2.2 If the firm/organization receives enquiries from Press/News/Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to NCERT immediately on receipt of such queries.

2. PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful bidder within fifteen days of the acceptance of the Letter of Intent (LoI) shall execute a Performance Security in form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank Guarantee from a Nationalized /Commercial Bank in an acceptable form, a sum equivalent to 7.5 % of the accepted contract value in favour of Secretary, NCERT, New Delhi, payable at New Delhi.

2.2 Performance Security should remain valid for 60 days beyond the date of completion of all contractual obligations of 12 months.

- 2.3 Bid Security will be returned to the successful bidder on receipt of Performance Security

- 2.4 The Performance Security can be forfeited by order of the National Council of Educational Research & Training in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the National Council of Educational research and training sufficient to cover any incorrect or excess payment made on the bill to the firm, shall be retained.

a. If the firm/Organization is called upon of the National Council of Educational Research & Training to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and National Council of Educational Research & Training shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the contractor without any interest.

3. COMMENCEMENT OF CONTRACT

After the acceptance of the **Letter of intent (LOI) and** securing Performance Security from the successful bidder, NCERT shall issue the 'Commencement of Contract', to the contractor authorising him to provide human resource in the Office at the specified location and date.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful firm/organization shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the service.
- 4.2 NCERT shall prepare the draft articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 the successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from NCERT, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The NCERT shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE NCERT

- 5.1 The firm/organization/agency shall be providing the service of Evaluation of NTS Scheme to NCERT as per the details given herein.
- 5.2 The firm/organization/agency shall provide the service of Evaluation of NTS Scheme in the NCERT's premises or any other location as required by the NCERT to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. CONTRACTOR'S OBLIGATIONS

- 6.1 The firm/organization/agency shall provide the service of Evaluation in NTSS of ESD of NCERT at NCERT's premises as per Schedule of Work/requirements (Section 6) which may be amended from time to time by the NCERT during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the NCERT from time to time.

- 6.2 The firm/organization shall provide the service of Evaluation of NTSS of ESD of NCERT through its uniformed and trained personnel for the performance of its evaluation hereunder and these personnel deployed shall be employees of the firm/organization,
- 6.3 The firm/organization shall cover its personnel for personal accident and death whilst performing the duty during the evaluation work in the field and the NCERT shall own no liability and obligation in this regard.
- 6.4 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.5 All necessary reports and other information shall be supplied immediately as and when required and regular meetings will be held with the NCERT with the ESD officers of NCERT.
- 6.6 The firm/organization shall not deploy any person below the age of 18 years old in Evaluation of NTSS.

6.7 CONTRACTOR'S PERSONNEL

- 6.7.1 The firm/organization shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the evaluation work of NTSS of ESD.
- 6.7.2 The firm/organization shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the NCERT of any change in its organization or its personnel.

7. CONTRACTOR'S LIABILITY

- 7.1 The contractor shall be liable in any way whatsoever any loss, injury, damage, cost of expense of whatsoever nature, directly or indirectly:
 - 7.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any nuclear Risks;
 - 7.2.2 Consisting of, caused by resulting form or in connection with any loss, damage, destruction, distortion, erasure, corrupt n or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the firm/organization or any of its employees engaged in the said work to the NCERT.
 - 7.2.3 The firm/organization shall not Sub-contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, NCERT shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable

for any loss or damage, which the NCERT may sustain in consequence or arising out of such replacing of contract.

8. NCERT'S OBLIGATIONS

- 8.1 Except as expressly otherwise provided, the NCERT shall provide necessary information in evaluation of NTSS.

9. VALIDITY OF CONTRACT

The Evaluation work if awarded, shall be completed within a period of **three months** from the date of award of contract. In case of breach of Contract or in the event of not fulfilling the minimum requirements/statutory requirements, the NCERT shall have the right to terminate the firm/organization forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the NCERT. The contract can be further extended as considered suitable subject to satisfactory services rendered by the firm/organization/agency at the sole discretion of the office of the NCERT.

10. PAYMENTS

- 10.1 After selection of the Successful bidder as firm/organization/agency, a price schedule shall be annexed to Articles of Agreement/Lol according to which all payments shall be made to Contractor by the NCERT for the evaluation of NTSS.
- 10.2 The firm/organization/agency will raise invoice after completing the evaluation work with the Head ESD NCERT.
- 10.3 All payments shall be made in Indian Currency by means of an Account Payee Cheque or through ECS/RTGS.
- 10.4 NCERT shall be entitled to deduct in accordance with Applicable Law, Income Tax/TDS or withholding tax or other deductions (as the case may be), from any payments made to the firm/organization, and the amount so deducted shall be deemed to be a payment made to the firm/organization, for which NCERT shall provide a certificate certifying the deduction so made.
- 10.5 No payment shall be made in advance to firm/organization.

11. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of NCERT or of the firm/organization, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war.
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist act;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, and Affected Party shall notify the other Party of the event of the event of Force Majeure setting inter alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure Period,
- d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under Contract.

12. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- a. The other party is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach: or
- b. The Contract may be terminated forthwith by the NCERT by giving written notice to the Contractor, if:
 - (i) The firm/organisation does not provide evaluation services satisfactorily as per the requirements of the NCERT or/and as per the Schedule of Requirement
 - (ii) The firm/organisation goes bankrupt and becomes insolvent.
- c. In case of Breach of any of Terms and conditions of the Contract by the firm/organisation/agency the NCERT shall have the right to cancel the Contract without assigning any reason thereof and nothing will be

payable by the NCERT and in that event and the security deposits in the form of performance security and other dues shall be forfeited and encashed.

13. INSOLVENCY

13.1 National Council of Educational Research & Training may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- (i) If the contractor begin a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- (ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he thereby put to but shall not be entitled to any gain on repurchased.

14. CURRENCIES OF BID AND PAYMENTS

14.1 The Bidder shall submit his price bid/offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

15.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if days then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Director NCERT in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modification, amendments and future enactments thereto. The venue for the Arbitration will be new Delhi and the decision of the arbitrator shall be final and binding on the parties.

15.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

16. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep NCERT indemnified against all losses/ penalties/ awards/ decrees arising out of litigation/claims/application initiated against the NCERT on account of acts of omission/commission attributable to the firm/organization and which are punishable under the provisions of various Central labour and Employment Acts including the following Acts as amended from time to time. NCERT shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

17. **OFFICIAL RECORDS:**

The contractor shall maintain complete official records of disbursement of wages/salary showing specifically details of all deductions such as ESI, PF. In respect of all the staff deployed in NCERT's office.

The Contractor shall maintain a personal file in respect of all the staff who is deployed in NCERT's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to NCERT a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/EPFO Commissioners.

18. **Evaluation Completion**

The Evaluation will be deemed as completed only after:

1. The project scope and requirements are met in full and the submission of all reports in all respects as per tender document and requirement analysis, more clearly elaborated in **Template of the Report given as Annexure-I.**
2. **Pre-submission Presentation:** Pre-submission presentation will be held at NCERT. Only Principal investigator will be allowed to make the presentation.

The bidder is required to submit monthly progress report which will be monitored by the Project Team Coordinator of NTS, NCERT for continuation of further activities.

Contact for further clarifications:

The Head
Educational Survey Division
NCERT,
Sri Aurobindo Marg
New Delhi-110016

Email: ntsexam.ncert@gov.in

Website: <http://www.ncert.nic.in>

19. Limits on Promotion

The firm/organization/agency agrees to make no reference to NCERT or this project/ procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the organization. The Bidder shall not perform any kind of promotion, publicity or advertising etc. at NCERT through any kinds of hoardings, banners or the like without the express prior written consent of the same.

20. PAYMENT SCHEDULE

- No advance payment will be given to the firm by NCERT.
- 10% payment will be released after completion of Study instruments as mentioned at Sr. No.4 of Timeline.
- 40% payment will be released after data collections and monitoring by NCERT as mentioned at **Sr. No.5 of Timeline (Given in Section 6)**.
- Balance payment will be made after completion of evaluation study and its acceptance by committee of experts constituted by NCERT **(Section 6)**.

21. PENALTY CLAUSE

- NCERT shall not permit subcontracting of the project at any stage. The Service Provider/Vendor/Bidder shall be responsible for the activities of research study of evaluation of NTS scheme with its own resources only.
- In the course of doing the evaluation of NTS Scheme the data so collected shall not be transferred across India or to any other third party, unless otherwise authorized by the Secretary NCERT. Upon reasonable written request from a Party to the Agreement, the other Party to the Agreement will provide the requesting Party with such information that it has regarding the Project Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law

or regulation. (Undertaking to be obtained in this regard in a prescribed Performa on a stamp paper of Rs.100/-)

- The bidder will strictly adhere to the timeline as given in this ToR above. In case of any delay/violation of /activity given in the Time Line will amount to a penalty of @3% of the total cost of the project for first week, @5% of the total cost of the project for second week and @10% of the total cost of the project for delay of more than two weeks..
- In case the bidder does not complete the work as per requirement/norms of the Project, the Performance Security will be forfeited.
- If the bidder does not agree/honour to the job order or refuses to accept the job order and does not accept their own quoted rates, EMD will be forfeited and the job order will be awarded to the next bidder.

SCHEDULE OF WORKS/REQUIREMENTS

6.1 Broad Objectives Of The Evaluation

Broad Objectives of the Evaluation & Initial mobilization of Resources

The following are the broad objectives of the Evaluation of the NTS Scheme:

- i. To study the extent to which the NTS scheme meets its objectives in identification and nurturance of talent.
- ii. To study the extent to which the scheme has been able to nurture scientific temper amongst awardees.
- iii. To study if the number and amount of scholarships were suitably revised over the years.
- iv. To study the evolving patterns of the selection process of NTSE in selecting talent.
- v. To examine the participation level in Stage-I examination at state level in terms of gender, locations, management, social group and economically weaker sections (EWS) in the different Districts/States/UTs.
- vi. To examine the number of scholarship awarded across area/gender/social group/Districts/States/UTs.
- vii. To examine the perceptions of the Parents/Teachers/Schools/NTS awardees/ Non NTS awardees about the scheme.
- viii. To understand the awareness of the scheme amongst different stakeholders.
- ix. To suggest ways and means for widening the scope of the scheme in present day context.
- x. To recommend suitable measures for improvement of the scheme both in terms of selection and nurturing the talent in Indian Context by way of devising a model.
- xi. To study and to recommend or otherwise the continuation of the NTS Scheme beyond 31.03.2020.

6.2 Modalities of the Evaluation of NTS Scheme

The third party evaluation will be based on primary and secondary sources of data collected from various sources.

6.3 Methodology/Scope of the Evaluation of NTS Scheme

The bidder will propose a suitable evaluation design. Methodology will include all relevant steps required for a research study.

The evaluation study will be done by an external independent agency. Detailed project proposals based on terms of reference will be invited from independent external agencies. These proposals will be scrutinized and finalised by a Committee of experts to be constituted by NCERT.

The selected bidder is required to cover a representative sample throughout the country. NCERT will provide secondary data of NTS awardees to the selected bidder for contacting the NTS awardees on a request from selected bidder. The Study instruments will be prepared by the external agency in consultation with NCERT. They are required to make a presentation of the work done on regular basis and submit it before the committee in hard and soft format duly countersigned by principal investigator. They are required to inform NCERT about the sampling procedure adopted for collecting data from parents, teachers, Schools, NTS awardees and Non NTS awardees. NCERT shall ensure authentication of data. They are also required to share the analysis Plan and format of the report in consultation with NCERT during presentation.

The evaluation report will be given as per the **Template** enclosed with the Department of Expenditure's O.M. No. 66(59)PFC-II/2018-Pt dated 22nd May, 2019. **(Annexure-I).**

6.4 Expected outcomes of the Evaluation of NTS Scheme

1. 50 hard copies of Executive Summary Report.
2. Soft copy of Executive Summary Report.
3. 50 hard copies of the Technical Report in book binding form.
4. Soft copy of the Technical Report.
5. Soft copy & 10 copies of the evaluation test/databases.
6. Evidences of data collection from the field like, filled in questionnaire, photographs, videos, details of focus group discussions, thematic analysis.
7. Any other as asked by NCERT.

6.5 The activity wise time schedule for conducting the study is given below:

TIME LINE

S.No.	Activities proposed to be organised	Proposed dates
1	Receiving of VETTED ToR from MHRD.	09.10.2019
2.	Date of release of Request for Proposal (RFP)	15.11.2019
3.	Last date for receiving queries/requests for clarification about the Scheme/Tender document	06.12.2019
4.	Date of pre-proposal conference	13.12.2019

	(Tentative)	
5.	Last date for submission of bids	20.12.2019
6.	Date of Opening of Technical Bid	27.12.2019
7.	Date of Opening of Financial Bid (Tentative)	03.01.2020
8.	Award of Contract	10.01.2020
9.	Completion/Finalisation of research tools with NTSS Committee Members	21.01.2020
10.	Completion of Data Collection and Monitoring by NCERT	06.03.2020
11.	Analysis and tabulation for report preparation	16.03.2020
12.	Submission of Draft report and its presentation before the Committee	26.03.2020
13.	Finalisation of Report after incorporating suggestions by committee members	09.04.2020
14.	Final research report submitted to NCERT along with all other deliverables for onward submission to MHRD	20.04.2020

The Agency/firm/organization will be required to make a presentation of the proposal in NCERT of suitable date which will be informed in due course of time.

Project Closure & sign off

Project will be considered closed only after the presentation of final report(s) at NCERT Headquarters and submission of hard and soft copies in desired manner.

TECHNICAL PRE-REQUISITE AND EVALUATION CRITERIA

The following shall be the pre-requisite for the technical qualification and should be submitted in a sealed cover in original as well as scanned copy in e-tender submission. Only those bidders will be allowed to make presentation that fulfils these criteria:

Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a companies/firms/organization. A proof for supporting the legal validity of the Bidder shall be submitted. No consortiums will be allowed.

- a. **Registration:** The Bidder should be registered with the Income Tax. Service tax/VAT as the case may etc.
- b. **Clearance:** The Bidder should also have to submit the **copy of returns of Income Tax and Service Tax or as the case may be for the latest financial year i.e. 2018-19**. Relevant proof in support of the above returns shall be submitted.
- c. **Experience:** The bidder should have relevant experience of conducting at least 2 works in the similar field of evaluation in respect of Autonomous organization/Government Department / Public Sector during **the last three consecutive years**. In case no bidder has provided government experience / public sector/autonomous organization experience, then the bidders with experience in reputed organizations may be considered.
- d. **Tender Cost** of Rs.1000/- in form of DD/BC in favour of Secretary NCERT should be enclosed.
- e. **EMD Amount** of Rs.2.00 Lakhs in form of DD/BC in favour of Secretary NCERT payable at New Delhi.
- f. **Annual Turnover:** Minimum annual turnover of firm/agency/company should be Rs.1.00 cr.
- g. **Undertaking** regarding acceptance of all the terms and conditions of the tender document Section 10 (Annexure-VI).
- h. **Undertaking** non-judicial paper for Rs.100/- at Annexure Section-10 (Annexure-VI).

1. PROCESS OF SELECTION OF EXTERNAL AGENCY

The following steps will be undertaken in the selection of appropriate agency.

- NCERT will constitute a Committee of Experts under the chairmanship of Director, NCERT or his nominee. The members of the committee comprises of Educationist, Statistician, expert on Public Policy and Assessment etc.
- Upon receipt of proposals on the due date, the committee will review the proposals based on the evaluation criteria as given below:

S.No.	Technical Qualification Criteria	Maximum Points
A.	Past Experience	20
B.	Engagement of qualified personnel	15
C.	Conduct of programme evaluation	35
Total Points		70

The minimum technical score required to pass is 50% (i.e. 35 points) in aggregate. Only those Agency/firm/organization who qualify the minimum technical score will be eligible for the financial bid.

Each technical criterion is described in more details below:

A. PAST EXPERIENCE: The minimum required experience for an agency/firm/organization is two projects of similar nature i.e. experience in conducting programme evaluation of two similar projects. Weightage will be given if the organization has completed more than 2 works.

- Experience of 02 projects = 5 points
- Experience of 03 to 05 projects = 10 points
- Experience of 06 and above number of projects = 20 points

The bidder will have to submit the Final Technical Reports of the projects completed towards documentary evidence.

B. ENGAGEMENT OF QUALIFIED PERSONNEL: The bidder will be assessed with regard to the engagement of qualified personnel i.e. Principal Investigator, Co-Principal Investigator and Team Members (Technical and Academic).The minimum qualified personnel required as a team for this study is 2 academicians and 3 technical experts. One of the academicians may act as Principal Investigator and the other as Co-Principal Investigator(s).

The points for the team will be given as given below:

- 2 Academicians and 3 Technical Experts as team members = 2 points
- 3 and more Academicians and 4 and more number of Technical Experts = 5 points

The minimum qualification of the Principal Investigator is postgraduate and 10 years experience in the relevant field.

- Principal Investigator with postgraduate and 10 years experience = 5 points
- Principal Investigator with Doctorate and 10 years experience and above = 10 points
- Co-Principal Investigator with postgraduate and 5 years experience = 2 points
- Co-Principal Investigator with Doctorate and 5 years experience = 5 points

The bidder must submit the details of human resources available to conduct the study and the CV of key persons. Documentary proof of Educational, professional qualifications and experience certificates is required.

C. CONDUCT OF PROGRAMME EVALUATION: It includes understanding the scope of work, methodology, the tools used for assessment and the timelines and the acceptance of the timelines given further at point no. 3 in this section. The bidder is required to submit a Concept paper (2-3 pages) on methodologies to carry out the proposed assessment study which will be evaluated as per scheme given below:

- Understanding the scope of work = 10 points
- Methodology of the conduct of evaluation = 10 points
- Tools to be used = 10 points
- Timelines = 5 points

➤ Financial bids will be opened only for the short-listed agencies that qualify the Technical bid.

➤ The selected agency will be notified.

Documents Required: The bidder must submit a concept paper and time schedule for completing the study as given above.

Performa for TECHNICAL BID

1	Name of Agency/firm/organization			
2	Profile of the agency/firm/organization			
3	Name of proprietor/Director of agency/firm/organization			
4	Full address of Registered Office a. Telephone No. b. Fax No. c. E-mail Address			
5	Full Address of Operating/Branch Office a. Telephone No. b. Fax No. c. E-mail Address			
6	Registration Number/Affiliation with any organization if any of the agency/firm/organization under the Companies Act (Attach self-attested copy of the same)			
7	Service Tax/GST (whichever is applicable) Registration number and returns for the last three years i.e. 2016-17 & 2017-18, 2018-19 (Attach self-attested copy of the registration certificate and returns). However Govt. agencies/organization/firm are exempted from sales tax/ITR.			
8	PAN Number of the company (attach attested copy of PAN Card of the agency)			
9	Minimum Annual Turnover of the agency/firm/organization during the last three financial year i.e. Rs.1.00 cr each: (copy of the turnover during last three financial year duly certified by Chartered accountant to be attached)	2016-17 2017-18 2018-19 Total	Rs. Rs. Rs. Rs.	
10	The attested copy of ITR of the firm for last three financial years (not assessment year) must be enclosed			
11	Number of employees on the roll of the agency/firm/organization during the last three years each (proof thereof may be enclosed)			
12	Details of total research experience in the field of programme evaluation/project evaluation during the last three years rendered in the agency/firm/organization in the following format:			

S.No.	Details of organization with full address	Amount of contract	Duration of contract		Nature of contract	
			From	To	Type of manpower provided, Qualification and competency	Number of persons deployed
13	Proposal to be analysed by the committee: Adequacy of the proposed work plan and methodology					
14	Presentation of the proposal					
15	Undertaking regarding blacklisting of the firms					
16	Undertaking regarding acceptance of all the terms and conditions of the tender document					

Signature of authorized person

Date:

Name:

Place:

Seal:

Performa for financial bid

To,
The Head ESD
IVth Floor, ZH Block
NCERT, Sri AurobindoMarg
New Delhi – 110016

Sub: Financial bid in respect of evaluation of NTS Scheme in NCERT.

Sir,

We are pleased to quote the lowest price in respect of study of r Evaluation of NTS Scheme in NCERT are as under: -

S.No.	Description of objectives to be undertaken by the firm	Rates should be quoted of complete evaluation including all taxes/ charges, if any	Remarks if any
1.	<p>(a) Broad Objectives of the Evaluation & Initial mobilization of Resources</p> <p>The following are the broad objectives of the Evaluation of the NTS Scheme:</p> <ul style="list-style-type: none"> i. To study the extent to which the NTS scheme meets its objectives in identification and nurturance of talent. ii. To study the extent to which the scheme has been able to nurture scientific temper amongst awardees. iii. To study if the number and amount of scholarships were suitably revised over the years. iv. To study the evolving patterns of the selection process of NTSE in selecting talent. v. To examine the participation level in Stage-I examination at state level in terms of gender, locations, management, social group and economically weaker sections 		

	<p>(EWS) in the different Districts/States/UTs.</p> <ul style="list-style-type: none"> vi. To examine the number of scholarship awarded across area/gender/social group/Districts/States/UTs. vii. To examine the perceptions of the Parents/Teachers/Schools/NTS awardees/ Non NTS awardees about the scheme. viii. To understand the awareness of the scheme amongst different stakeholders. ix. To suggest ways and means for widening the scope of the scheme in present day context. x. To recommend suitable measures for improvement of the scheme both in terms of selection and nurturing the talent in Indian Context by way of devising a model. xi. To study and to recommend or otherwise the continuation of the NTS Scheme beyond 31.03.2020. <p>(b) Modalities of The Evaluation of NTS Scheme</p> <p>The third party evaluation will be based on primary and secondary sources of data collected from various sources.</p> <p>(c) Methodology/Scope of the Evaluation of NTS Scheme</p> <p>The bidder will propose a suitable evaluation design. Methodology will include all relevant steps required for a research study.</p> <p>The evaluation study will be done by an external independent agency.</p>		
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	<p>Detailed project proposals based on terms of reference will be invited from independent external agencies. These proposals will be scrutinized and finalised by a Committee of experts to be constituted by NCERT.</p> <p>The selected bidder is required to cover a representative sample throughout the country. NCERT will provide secondary data of NTS awardees to the selected bidder for contacting the NTS awardees on a request from selected bidder. The Study instruments will be prepared by the external agency in consultation with NCERT. They are required to make a presentation of the work done on regular basis and submit it before the committee in hard and soft format duly countersigned by principal investigator. They are required to inform NCERT about the sampling procedure adopted for collecting data from parents, teachers, Schools, NTS awardees and Non NTS awardees. NCERT shall ensure authentication of data. They are also required to share the analysis Plan and format of the report in consultation with NCERT during presentation.</p> <p>The evaluation report will be given as per the Template enclosed with the Department of Expenditure's O.M. No. 66(59)PFC-II/2018-Pt dated 22nd May, 2019. (Annexure-I).</p> <p>(d) Expected outcomes of the Evaluation of NTS Scheme</p> <ol style="list-style-type: none"> 1. 50 hard copies of Executive Summary Report. 2. Soft copy of Executive Summary Report. 		
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	<p>3. 50 hard copies of the Technical Report in book binding form.</p> <p>4. Soft copy of the Technical Report.</p> <p>5. Soft copy & 10 copies of the evaluation test/databases.</p> <p>6. Any other as asked by NCERT.</p> <p>(To be submitted within one month of awarding the contract)</p>		
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Signature of Authorized Signatory

Name of firm with stamp

Section-10

Annexure-I

Template for Evaluation of Central Sector Scheme:[Scheme Name]

Name of Department / Name of Ministry

1. EXECUTIVE SUMMARY

2. OVERVIEW OF THE SCHEME

2.1 Background of the scheme

(a) Brief write up on the scheme including Objectives, Implementation Mechanism, Scheme architecture / design

(b) Name of Sub-schemes / components

(c) Year of commencement of scheme

(d) Present status with coverage of coverage of scheme (operational / non-operational)

(e) Sustainable Development Goals (SDG) Served

(f) National Development Plans (NDP) Served

2.2 Budgetary allocation and expenditure pattern of the scheme

Sub-scheme/ Component	[Year1]			[Year2]			[Year3]			[Year4]			[Year5]		
	BE	RE	Actual												

2.3 Summary of past evaluation since inception of scheme

Year of Evaluation	Agency hired for Evaluation	Recommendations Made and accepted	Recommendations made but not accepted

3. METHODOLOGY

3.1 Approach (Methodology adopted), Division of country in to 6 Geographical Regions / Zones (North, South, East, west, North East and Central) as classified by NSSO.

3.2 Sample size and sample selection process, tools used field study / questionnaire primary and secondary data.

4. OBJENTIVE OF THE STUDY

4.1 Performance of the scheme based on the Output / Outcome indicators

4.2 Additional parameters

A) Coverage of beneficiaries

State				District			
Urban		Rural		Urban		Rural	
Male	Female	Male	Female	Male	Female	Male	Female
SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST

(b) Implementation mechanism

(c) Training / Capacity building of administrators / facilitators

(d) IEC activities

(e) Asset / Service creation & its maintenance plan

(f) Benefits (Individual, community)

(g) Convergence with scheme of own Ministry / Department or of other Ministry / Department.

4.3 Gaps in achievement of outcomes

4.4 Key bottlenecks & Challenges

4.5 Input Use Efficiency

5. OBSERVATIONS AND RECOMMENDATIONS

5.1 Thematic Assessment

5.2 Externalities

6. CONCLUSION

6.1 Issues & challenges

6.2 Vision for the future

6.3 Recommendations for scheme with reasons

7. REFERENCES

8. APENDICES

EXPLANATORY MEMORANDUM

2.1 (a) Latest guidelines of the scheme may also be annexed

2.1 (b) Sub-schemes/components which have separate budgetary allocation either through budget line or through Detailed Demand for Grants (DDG) may also be listed along with component – wise budget allocation.

2.1 (d) Details of number of states =/districts /villages where the scheme is functional may be included.

2.1(e) & (f) May be linked with objective of the scheme

2.2 If DDG make allocations for certain items which are not shown as sub-schemes/components, the same may be separately indicted along with allocation in the table

3.1 Complete list of states as classified by NSSO may be seen on its website

4.1 Output / Outcome Indicators as proposed / prepared by NITI Aayog may be considered. In the absence of theses, indicators as spelt out in SFC/EFC memorandum during appraisal of the scheme may be utilized.

Output / Outcome Indicators (numbers or percentage) must be compared with base year value at all-time pints (periodicity) as per monitoring mechanism frame work, also defined in SFC/EFC Memorandums.

4.2 (a) Tabulated information up to Tehsil / Block Level and if possible , up to village level may be provided.

4.2 (b) Focus should be on clarity of instructions, availability of scheme or programme guidelines, clear definition of roles and responsibilities of functionaries and the number and nature of clarifications / additional instructions issued w.r.t. scheme guidelines.

4.2 (c) Details about training (PFMS / EAT) Module, scheme's portal or any other) with number of interventions and levels at which these interventions were carried out may be included.

4.2 (d) Details about Stakeholders /Beneficiaries, details of campaigns, media, frequency, feedback etc. may be included.

4.2 (g) Details about apparatus-manpower office transport etc. may be included. If there is no convergence, Nil May be recorded

4.3 These gaps could be attributed to absence of interventions/ non-performance of existing interventions.

4.4 Focus may be on Financial, Administrative, Project Management and any other Key Bottlenecks & Challenges.

4.5 Details of (a) requirement of funds as indicted in EFC / SFC in relation to actual allocation of funds including timelines of release (b) requirement and allotment of manpower in implementation of scheme / programme at various levels (PMU / Central /State) (c) Involvement of private players, volunteers, non-governmental organizations and local community etc. in the scheme may be provided.

5.1 Thematic assessment should focus on Accountability, Transparency, Employment generation (direct / indirect), Climate change and sustainability, Role of TSP/SCSP Use of IT. Behavioural change in stakeholder/beneficiary, R&D. Role, functions involvement/support of State govts.

Cross cutting themes can be assessed both through secondary data as well as primary. While conducting meta-analysis of existing reports, the evaluator should actively review the cross-cutting themes. The primary data for cross cutting themes will be elicited through specific questions and response during the key informant interviews and beneficiary surveys. For example, use of IT in scheme implementation fund flow monitoring and evaluation can be assessed from interaction with concerned ministries /departments as well as states officials. Similarly, gender mainstreaming can be assessed by introducing specific questions on changes in knowledge attitude and practices pertaining to gender equality, attributable to the CS intervention at hand through household surveys.

5.2 Details of best practices, innovations of scheme / projects where best practices were replicated may be provided.

6.3 It is essential to highlight the importance of recommendations made for the scheme. The evaluation agency may provide recommendation for the scheme in any of the following categories (a) Continue in existing form (b) Continue with some Modifications (suggest modifications) (c) scale up the scheme (Financial / Physical / both) (d) Scale down the scheme (Financial / Physical / both) (e) Close (f) Merge with another scheme as sub –scheme/component.

Form - I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY :
2. NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE :
3. COMMUNICATION ADDRESS :
4. PHONE NO. /MOBILE NO :
5. FAX :
6. E-MAIL I.D. :

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON :
2. DESIGNATION :
3. PHONE NO. :
4. MOBILE NO. :
5. E-MAIL I.D. :

Form-II

EMD/Bid security form:

No..... Date.....

To

**The Secretary (hereinafter called "The Owner")
National Council of Educational Research & Training
Sri AurbindoMarg,
New Delhi**

Whereas M/s..... (Hereinafter called "the bidder") has submitted its bid dated..... for providing survey and evaluation work of NTSS of ESD NCERT vide Tender No. No.**F.5-9/2014/ESD/dated..../19** KNOW ALL MEN by these presents that WE of having our registered office at.....

(Hereinafter called 'the Bank') are bound into The Owner in the sum of Rs...../- (Rupees only for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.

a. fails or refuses to execute the Contract, if required;

OR

b. fails or refuses to furnish the Performance Security, accordance with the instructions to Bidders.

OR

c. fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Section -4 (Instruction of the Bidders) of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and

Any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

Form-III

AGREEMENT

This Agreement is made and entered into on _____ day of _____ 2019. (Two Thousand and sixteen)

BETWEEN

National Council of Educational Research and Training, (hereinafter called "NCERT" which expression shall where the context so admits include its successors and permitted assigns) of the first part,

AND

_____ a company registered under the laws of India having its registered office at _____ (hereinafter referred to as Service Provider or Vendor or Bidder), which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns;

Preamble

WHEREAS NCERT invited bids issuing a tender document to select a qualified and experienced service Provider/Vendor/Bidder for the Evaluation of National Talent Search Scheme in Educational Survey Division, national Council of Educational Research and Training. The Service Provide/Vendor/Bidder has been short listed as the preferred bidder based on the selection criteria established during the bidding process conducted in accordance with the procurement process covered under the laws of India;

The NCERT and the Service Provider/Vendor/Bidder have negotiated and agreed to the following terms and conditions for the Evaluation of National Talent Search Scheme in Educational Survey Division in NCERT.

Now therefore in consideration of the premises and mutual covenants hereafter contain the parties here to agree as follows.

SCOPE OF THE AGREEMENT

The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of NCERT and _____ (name of the firm).

The scope of this Agreement shall cover all Terms of Reference (TOR) as detailed out in the main Bid document. Further the scope of this agreement shall cover the phases under Clause 6.5 of the main Bid document, as per Timeline given in Section 6.5:

Definitions “Agreement” means this Agreement together with all Schedules (amendments & revisions) from NCERT, clarifications and commitments agreed upon by the firm pertaining to the tender document, the contents and specifications of the tender document.

In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail;

“Scope of work” means the requirements as detailed out in the main Bid Document;

“Project” means the Evaluation of NTS Scheme;

“Project Coordinator” means either an individual of the NCERT or an entity nominated by the NCERT to deal with the Project and the Service Provider/Vendor/Bidder in respect of implementation of the provisions of this Agreement;

“Project Plan” means the detailed activities with timeframes and milestones identified for Evaluation of NTS Scheme as mentioned in the tender document and support documents attached;

“Stakeholder” means ESD, NCERT, Educational Institutes, Parents, Students, NTS Awardees and Bidder.

Effective date duration

The Agreement shall come in to effect upon signature by both Parties and ratification of the signatures by competent authorities. The Agreement shall remain valid and binding on the Parties until the following period:

TIME LINE

S.No.	Activities proposed to be organised	Proposed dates
1	Receiving of VETTED ToR from MHRD.	09.10.2019
2.	Date of release of Request for Proposal (RFP)	15.11.2019
3.	Last date for receiving queries/requests for clarification about the Scheme/Tender document	06.12.2019
4.	Date of pre-proposal conference (Tentative)	13.12.2019
5.	Last date for submission of bids	20.12.2019
6.	Date of Opening of Technical Bid	27.12.2019
7.	Date of Opening of Financial Bid (Tentative)	03.01.2020
8.	Award of Contract	10.01.2020
9.	Completion/Finalisation of research tools with NTSS Committee Members	21.01.2020

10.	Completion of Data Collection and Monitoring by NCERT	06.03.2020
11.	Analysis and tabulation for report preparation	16.03.2020
12.	Submission of Draft report and its presentation before the Committee	26.03.2020
13.	Finalisation of Report after incorporating suggestions by committee members	09.04.2020
14.	Final research report submitted to NCERT along with all other deliverables for onward submission to MHRD	20.04.2020

Objectives and Scope of work:

The objectives and scope of work of this project shall be as per the main Bid document containing the Technical, Functional, Commercial and Legal Specifications for the Evaluation of NTS Scheme mentioned in this Bid Document and includes the clarifications, explanations and amendments issued from time to time.

Applicable Law

The legal provisions of the Government of India and any amendments thereof shall govern the entire Agreement. The Service Provider/Vendor/Bidder acknowledges the requirement to comply with the law and agrees to take appropriate steps to familiarize and follow the provisions as applicable in the implementation of the Project. The NCERT shall assist the Service Provider/Vendor/Bidder in interpreting provisions of the law as applicable in the performance of obligations.

Language

The governing language of the Agreement shall be English. All documents submitted by the Service Provider/Vendor/Bidder to NCERT under this Agreement shall be principally in English.

Performance Security

The Service Provider/Vendor/Bidder shall furnish Security deposit and Performance Bank Guarantee in the format's Annexure III(b) and III(c) in the form of a bank guarantee. The performance guarantee shall be for an amount equivalent to 10% of the contract value of the respective bid prices for different phases. The validates of Security Deposit in the form of a bank guarantee shall remain in force up to the completion of successful evaluation of the NTS scheme i.e. completion of project. Performance bank guarantee shall be valid till the end of 03 months after the project completion report analysis by the NCERT's Evaluation Committee.

Invoking Performance Securities (Security Deposit (SD)/Performance Bank Guarantee (PBG))

The Secretary, NCERT has the right to invoke/encash the performance guarantee (SD/PBG) in case there is a material breach to the provisions of this Agreement during any phase of the Project. A material breach shall refer to a non-completion of the Evaluation of NTS Scheme in conformity with the requirements and specifications of main Bid Document within the period agreed to in the Project Plan. The Secretary, NCERT shall grant a time extension of 15 days for the fulfilment of the obligations of the Service Provider/Vendor/Bidder for the completion of the evaluation of the NTS Scheme, beyond which the NCERT shall serve a notice to the Service Provider/Vendor/Bidder and take action to invoke the Performance Securities (SD/PBG).

If there are delays in the execution of the evaluation study of NTS Scheme for reasons beyond the control of both parties, the Service Provider/Vendor/Bidder will be required to extend the validity of the Performance Securities (SD/PBG). The Service Provider/Vendor/Bidder agrees to extend the validity upon request from the NCERT in such circumstance.

Warranty

The Service Provider/Vendor/Bidder Warrants that:

- the tools developed are their own efforts;
- the data collected has been collected from the real respondents which can be verified at any stage of the project or after completion of the project;
- the data analysed using appropriate scientific methods;
- the report writing is of original nature and nothing has been re-produced from any other research study done elsewhere in any manner no copyright rules have been violated;
- It would adopt best practices and research standards while preparing the Evaluation Report;
- It shall make good the defects reported by the NCERT in a timely manner and ensure compliance of the same; and
- It shall be responsible for the upkeep of all the filled-in tools for evaluation of NTS Scheme and the data collected through this project shall not be shared to anyone in any manner even after the completion and submission of the project.

Force Majeure

Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not cause at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil

commotions etc. No failure, delay or other default of any contractor to either Party entitles such Party to claim Force Majeure under this Article.

Process for Force Majeure condition

The party seeking to rely on Force majeure shall promptly, notify the other Party of the occurrence of a Force majeure events as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

In the event the Force Majeure substantially prevents, hinders or delays the Service Provider/vendor's performance of obligations necessary for the execution of the activities of the Evaluation of NTS Scheme's critical functions for a period in excess of 5 days, the NCERT may declare that an emergency exists. The Secretary, NCERT will issue a notice to the Service Provider/Vendor/Bidder to resume normal services and operations within a period of seven days after return of normalcy. In the event that the Service Provider/Vendor/Bidder is not able to resume services within the next 7 days, the Secretary NCERT may issue a notice to terminate the Agreement and/ or obtain substitute performance from an alternate bidder at the risk and cost of the service provider/vendor. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of evaluation of NTS scheme and post commencement of evaluation of NTS scheme respectively.

Prior to commencement of activities of evaluation of NTS scheme:

If the event of Force Majeure occurs prior to commencement of activities of evaluation of NTS Scheme and continues for a period in excess of ten days, then the Secretary NCERT will grant a period of 7 days to the Service Provider/Vendor/Bidder to resume normal activities under this Agreement after resumption of normalcy. In case the default continues, then the Secretary NCERT may discuss the issue with the Service Provider/Vendor/Bidder and revise the existing timelines for the Project. If the Service Provider/Vendor/Bidder does not complete the Project Implementation in accordance with the revised timelines after the return of normalcy, the Secretary NCERT will have the option to invoke the Performance Guarantee and/ or issue a notice to terminate this Agreement.

Post commencement of activities of evaluation of NTS scheme:

If the event of Force Majeure occurs, post commencement of activities of evaluation of NTS scheme and continues for a period in excess of five days, then the Secretary NCERT will grant a period of 7 days to the Service Provider/Vendor/Bidder to resume normal services under this Agreement after resumption of normalcy. In case the default continues, the Secretary NCERT may grant an extension of time to the Service Provider/Vendor/Bidder for rectifying the situation. However, the Secretary NCERT will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas from the next payable

Charges as per the agreed payment terms. If there is any further delay despite the extended period, the Secretary NCERT will have the option to invoke the Performance Guarantee and/or issue a notice to terminate the Agreement and get the work completed at the risk & cost of the Bidder/Vendor.

All payments pursuant to term nation due to Force Majeure event shall be in accordance with the Terms of Payment Schedule for the services rendered till date of termination due to force majeure.

Notwithstanding the terms of this Article, the failure on the part of the Service Provider/Vendor/Bidder under the Agreement to implement any disaster contingency planning and back-up and other research safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

Confidentiality

The Secretary NCERT may permit the Service Provider/Vendor/Bidder to come into possession of confidential public records as per the needs of the Project and the Service Provider/Vendor/Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Additionally, the Service Provider/Vendor/Bidder shall keep confidential all the details and information with regard to the Project, including research, facilities, activities, management and other things whatsoever. The Secretary NCERT shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider/Vendor/Bidder regarding any forbidden disclosure. The Service Provider/Vendor/Bidder shall ensure that all its employees, agents and execute individual nondisclosure agreements, which have been duly approved by the Secretary NCERT, with respect to this Project. The previously mentioned provisions shall not apply to the information:

- Already in the public domain;
- Which has been received from a third party who had the right to disclose the aforesaid information; and
- Disclosed to the public due to a court order.

Personnel

Personnel assigned by the Service Provider/Vendor/Bidder to perform the Services shall be employees of the Service Provider/Vendor, and under no circumstances will such personnel be considered employees of the NCERT. Service Provider/Vendor/Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, TA/DA to the site of assignment, withholding of income taxes and social security taxes, worker's compensation, employees and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws. Service Provider/Vendor/Bidder shall use its best efforts to ensure that sufficient

Service Provider/Vendor/Bidder personnel are employed to perform the Services and those personnel have appropriate qualifications to perform the Services. The Secretary

NCERT shall have the right to require the removal or replacement of any Service Provider/Vendor/Bidder personnel performing work under this Agreement providing reasons for his dissatisfaction over the quality of services. In the event that the Secretary NCERT requests that any Service Provider/Vendor/Bidder personnel be replaced which the Service Provider/Vendor/Bidder agrees, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 5 working days. In case the Service Provider/Vendor/Bidder does not agree with the replacement proposed the issue should be referred to Dispute Resolution.

In the event the Secretary NCERT identifies any personnel of Service Provider/Vendor/Bidder as "Key Personnel", then the Service Provider/Vendor/Bidder shall not remove such personnel without the prior written consent of the Secretary NCERT.

Except as stated in this Article, nothing in this Agreement will limit the ability of the Service Provider/Vendor/Bidder to freely assign or reassign its employees; provided that Service Provider/Vendor/Bidder shall be responsible at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements.

Service Provider/Vendor/Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced. Each party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

Sub-contractors

NCERT shall not permit subcontracting of the project at any stage. The service provider/Vendor/Bidder shall be responsible for the activities of research study of evaluation of NTS scheme with its own resources ONLY.

Limitation of liability

There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property, Consequent to jobs undertaken by the Service Provider/Vendor/Bidder. This Agreement does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement. The Secretary NCERT shall be entitled to claim the remedy of specific performance under this

Agreement against gross negligence and misconduct on the part of the Service Provider/Vendor/Bidder.

Neither party shall, in any event, regardless of the form of claim be liable for any indirect, special punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

Notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Service Provider/Vendor/Bidder shall be, regardless of the form of claim, the consideration actually payable to Service Provider/Vendor/Bidder for the implementation period i.e. duration of this project.

Service Provider/Vendor/Bidder's obligations

The scope of work of the Service Provider/Vendor/Bidder is the requirements as detailed out in the main Bid Document which includes Tools Developments, Data Collection, Data Analysis, Complete Report of all the activities, Pre-Final submission and Presentation, Final Submission of Report of evaluation of NTS Scheme within the time period as stipulated in the tender document.

Data protection

In the course of doing the evaluation of NTS Scheme the data so collected shall not be transferred across India or to any other third party, unless otherwise authorized by the Secretary NCERT.

Upon reasonable written request from a Party to the Agreement, the other Party to the Agreement will provide the requesting Party with such information that it has regarding the Project Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

Acceptance Criteria and Project Completion Certification

The primary goal of Acceptance & Certification is to ensure that the project meets requirements, standards, specifications and performance prescribed by NCERT from time to time and shall include the following acceptance tests, which shall be conducted by a Committee constituted by the NCERT.

Revision/Changes in the Evaluation of NTS Scheme

If the NCERT wished to amend the scope of work of the Service Provider/Vendor/Bidder in respect of the broad objectives, modalities, methodologies and expected outcomes of the evaluation of the NTS Scheme, then it shall formally communicate to the Service Provider/Vendor/Bidder the details of changes in scope. The Service Provider/Vendor/Bidder shall estimate the financial impact of carrying out the change in scope as per section 6 and submit a response

within a reasonable time along with time estimates. The response shall be submitted not later than within a week of seeking of estimates by the NCERT. If the NCERT agrees to the estimates including the timeframe then the Parties shall execute a supplementary Agreement which after execution will become integral part of the current Agreement.

NCERT's Obligations

The NCERT shall provide the available information about the NTS Scheme to Service Provider/Vendor/Bidder for carrying out the evaluation. Failure to do so in a timely manner will not excuse the Service Provider/Vendor/Bidder from its obligations especially with respect to completing the project in accordance with the main Bid Document.

Arbitration and Dispute Resolution

In case of disagreement between the two parties, as first option, Secretary, NCERT or his nominee will be involved in arbitration and resolving of the dispute.

Any disputes on technical matters that are not resolved between the Parties satisfactorily and affecting the performance of respective obligations of the Parties shall be settled by referring to a panel of technical experts. If the parties fail to agree to the decision, both the parties can refer it to a panel of technical experts. The panel of technical experts shall be mutually agreed between the Parties. The panel should comprise of experts not belonging to either of the parties (employees, associates or persons having commercial relationship with either of the Parties).

The panel may comprise to experts numbering up to seven. The experts shall provide their determination and award of decision within a period of 15 days from the date of referral of the dispute. If the Parties fail to agree to the decision of the experts then the dispute shall be referred to Arbitration.

Except as hereinbefore provide, any dispute arising out of this Agreement, and which is not resolved by above methods, shall be referred to the Arbitral tribunal comprising of two arbitrators, one to be appointed by each party to the dispute, and the said two shall appoint the third arbitrator before entering the reference and decision of such Arbitral Tribunal shall be final and binding on both the parties The arbitration proceeding shall be held in New Delhi and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996 or any subsequent amendment made thereof. The decision of the arbitration proceedings shall be binding on the parties. Subject to the said Arbitration, the courts at Delhi shall have exclusive Jurisdiction in the matter.

Termination and consequences of termination

Termination for default

NCERT without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider/Vendor/Bidder, may terminate the Contract fully or in part:

- If the Service Provider/Vendor/Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the Service Provider/Vendor/Bidder fails to perform any obligation(s) under the Contract, or
- If the Service Provider/Vendor/Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event NCERT terminates the Contract in whole or in part, the organization may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Service Provider/Vendor/Bidder shall be liable to NCERT for any excess costs for such similar services. Service Provider/Vendor/Bidder shall however have the right to negotiate along with NCERT during the selection of an alternative vendor. However, the Service Provider/Vendor/bidder shall continue performance of the Contract to the extent not terminated.

Termination for insolvency

NCERT may at any time terminate the Contract by giving written notice to the Service provider/Vendor, if the Service Provider/Vendor/Bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Service Provider/Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NCERT.

Termination for Convenience

NCERT, by written 21 days notice sent to the Service Provider/Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In the event of termination for convenience, NCERT shall pay for the service rendered till the date of termination.

Liquidated damages

The bidder will strictly adhere to the timeline as given in this ToR above. In case of any delay/violation of/activity given in the Time Line will amount to a penalty of @3% of the total cost of the project for first week, @5% of the total cost of the project for second week and @10% of the total cost of the project for delay of more than two weeks..However, if the causes of delay are due to NCERT even of default and or Force Majeure then the delay in commencement of the project by the

Service Provider/Vendor/Bidder shall be excused. The maximum amount of liquidated damages payable by the Service Provider/Vendor/Bidder under no circumstances shall exceed 8% of the project cost.

Prices

Prices quoted by the Service provider/Vendor/Bidder and agreed to by NCERT shall remain firm and shall not include any escalation qualifications. The prices indicated are Exclusive of all taxes and duties and denominated in Indian rupees. No other adjustment to the prices is permissible during the validity of the Agreement. The prices are to be detailed in the respective format given in Section-9.

Payment Schedule

The NCERT shall make payments to the Service Provider/Vendor/Bidder upon achieving milestones identified in the Project Plan as per the Payment Schedule detailed at Clause 20 in Section 5 (General Conditions of Contract). The Service Provider/Vendor/Bidder shall furnish invoices supported by documents and certificates from appropriate authorities signifying achievement of relevant milestones. The NCERT shall make the payments to the Service Provider/Vendor/Bidder within 30 days of receipt of valid invoices with all supporting documents. In case of non-admission of invoices, the NCERT shall notify the Service Provider/Vendor/Bidder within 15 days time from receipt of such invoice the details of discrepancy noted. The Service Provider/Vendor/Bidder shall correct the discrepancies, if any, within 15 days of receipt of notice and resubmit the invoice.

Project completion Phases

(a) The project will be deemed as completed (prior to the commencement of warranty) only after fulfilling the following conditions:

1. The project scope and requirements are met in full and the project is completed in all respects as per tender document more clearly elaborated in section 6 The data migration is complete to the satisfaction of NCERT.

Amendments

No amendment or modification of this Agreement shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to. No side Agreements exist to the present Agreement.

Assignment

This Agreement shall be binding upon the parties hereto, and the successors and assigns of _____ and the heirs, administrators and personal representatives of

NCERT. No party to this agreement shall assign any of its right/obligations to any third party without the prior written consent of the other party.

IN WITNESS WHEREOF, _____ by its authorized representative, and NCERT have executed this Agreement as of the day and year first above written. **For and on behalf of Service Provider/Vendor/Bidder For and on behalf of NCERT**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

FORM – IV

PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamped paper of Rs.100/-)

Date:

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period: From : to

Guarantee Expiry Date :

Bank Guarantee No :

Last Date of Lodgement :

WHEREAS National Council of Educational Research & Training having its office at Sri AurobindoMarg, New Delhi (hereinafter referred to as "**The Owner**") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LOA)]

("Contract") with [insert name of the Successful Bidder] (hereinafter referred to as the "**Contractor**") which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of **evaluation work for NTS Scheme** shall have the meaning ascribed to it in the Contract based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents] and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contactor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 7.5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter

be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed y under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contact Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (hereinafter referred to as the "**Bank**") having its registered office at [insert the address] and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The guarantee provided that the aggregate of all sums paid to the owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here](.....only)
- (iii) The owner shall have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surely would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and/ or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the owner in respect of such liability of liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connect on with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined here shall have the meaning assigned to them under the contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the contractor's obligation against which this bank guarantee is given are not completed or fully performed by the contractor within the period prescribed under the contract on request of the contractor, the Bank hereby agrees to further extend the bank guarantee, till the contractor fulfils its obligations under the contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]granted to him by the bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

UNDERTAKING

I, undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

1. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
2. I/We give the rights to the competent authority of the National Council of Educational Research & Training to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
3. I hereby undertake to complete the evaluation work on NTS Scheme as per direction given in the tender document/contract agreement.
4. I/We hereby do undertake that our firm/agency/organization are not blacklisted from any Govt. agencies.

Signature of the Authorized Signatory

Date:

Place:

Designation

(Office seal of the Bidder)

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full name:

Seal:

Place:

Annexure-VIII

Section – 10

Checklist-1

Documents in a sealed cover to be dropped in the Tender Box available in Publication Division, NCERT (as mentioned in Clause Section ____)

Name of the Bidder _____

S.No.	Particular	To be filled by Bidder	
		YES	NO
1.	Earnest Money in favour of Secretary, NCERT		
2.	Original Affidavit on a non-judicial stamp paper of Rs.100/- may be submitted with the following undertakings: i) That the firm has never been black listed by any of the Central Govt./State Govt. ii) That he/she has read and understood all the term and conditions of the tender documents without any pre-conditions. iii) That he/she will comply with the obligations of the applicable data projection law and regulations as mentioned in the tender document. iv) That he/she has furnished all the information in the Bidding Document are true and correct to the best of his/her knowledge and belief.		

Signature with date

Seal of the authorized person/company/firm

(Document to be attached in serial as mentioned above)

Annexure-IX**Section – 10**

Checklist-2

List of Documents to be uploaded on CPP Portal in Cover-1 (Technical Bid)

(as mentioned in Section _____)

Name of the Bidder _____

S.No.	Particular	To be filled by Bidder	
		YES	NO
1.	Scanned copy of Earnest Money Deposit		
2.	Scanned copy of valid Registration for specific/related services. If applicable.		
3.	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the bidder.		
4.	Scanned copy of the Undertaking that the bid shall remain valid for a period of _____.		
5.	Scanned copy of all documents certificates as per Qualification Criteria.		
6.	Scanned copy of Bid Submission Form		
7.	Scanned copies of affidavit on a non-judicial paper of Rs.100/- (Section_____): i) That the firm has never been black listed by any of the Central Govt./State Govt. ii) That he/she has read and understood all the term and conditions of the tender documents without any pre-conditions. iii) That he/she will comply with the obligations of the applicable data protection law and regulations as mentioned in the tender document. iv) That he/she has furnished all the information in the Bidding Document are true and correct to the best of his/her knowledge and belief.		

Signature with date

Seal of the authorised person/company/firm