

**GOVERNMENT OF NCT OF DELHI
DIRECTORATE OF EDUCATION
OLD SECRETARIAT, DELHI-110054**

ID- 2020_DE_188503_1

Request For Proposal (RFP) to Implement 'Project Teach Mathematics' for Students of Class 10th Studying in Government Schools of Directorate of Education GNCT, Delhi.

Directorate of Education, Government of NCT Delhi invites proposals from reputed institutions in implementing '**Project Teach Mathematics**' for students of Class-10th during the academic session 2019-20. Under this project about 30,000 students (number may increase or decrease as per requirement) of Government schools of Directorate of Education GNCT, Delhi are proposed to be coached for Mathematics as per CBSE's curriculum during **May-June 2020**. For more details log on to website <http://govtprocurement.delhi.gov.in>

Proposals in the requisite format may be submitted along with necessary enclosures latest by **16.03.2020 (12:00 Noon)**

DIRECTOR (EDUCATION)

DISCLAIMER

- This RFP Document is being issued on behalf of Directorate of Education, GNCT of Delhi for implementing **‘Project Teach Mathematics’ for students of class 10 studying in Government Schools of Directorate of Education GNCT, Delhi.**
- The information contained in this Request for Proposal (“RFP”) document or subsequently provided to prospective Bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Education (hereinafter referred to as the “DoE”), or any of its employees, is provided to prospective Bidders on the general terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor invitation by the DoE to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DoE in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each prospective Bidder may require. This RFP may not be appropriate for all firms, and it is not possible for the DoE, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each prospective Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the prospective Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DoE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

- The DoE makes no representation or warranty and shall have no liability to any person including any prospective Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- The DoE also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any prospective Bidder upon the statements contained in this RFP.
- The DoE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The issue of this RFP does not imply that the DoE is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for providing services and the DoE reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- The prospective Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DoE or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the prospective Bidder and the DoE shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an prospective Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

STRUCTURE OF PROPOSED PROJECT

In the academic session 2018-19, the pass percentage of students of the schools of Directorate of Education for Class 10 was 71.6%. On detailed analysis, it was found that in Mathematics only about 75% students passed as compared to more than 95% in Languages and Social Sciences. In terms of absolute numbers, it was found that of the total 44516 students who had failed in up to two subjects (thereby being eligible to take Compartment exam), 24502 had failed only in Mathematics and another 12571 had failed in Mathematics apart from one more subject. Thus, Mathematics was the reason of the failure of 37073 students in class 10.

Among the reasons for such failure, inadequate number of Mathematics teachers in many high enrolment schools was cited as the major cause of this result. On the basis of the data received from the Examination Branch, 342 schools will be focused where the result of 640 teachers had been low (7.02% to 55%). If these schools are focused, approximately 30000 students will be covered. Last year, in these schools, 30497 students appeared, 12776 passed and the pass percentage was 41.89%. However, the actual number of sections and students in the selected schools or other schools of DoE who are eligible for post-result remedial classes will be decided on the basis of the result of Annual CBSE board examination.

The model of the proposed project is as under:

- The project will begin in May 2020 and continue till CBSE Class 10th Mathematics Compartment Examination.
- The package is proposed to be of 100 hours covering important topics to be completed in approximately 50 working days. The calendar will be finalized in consultation with the successful external agency.
- During this duration, the classes of the targeted students in these identified schools will be taken by the teachers of the external agency/agencies. These classes will be for 2 to 3 hours daily and remedial in nature. During this duration, the regular teachers of these

identified schools will associate themselves with the teachers of the external agency for smooth and meaningful conduct of the classes.

- The topics taken up by both the teachers will be the same so that there is no confusion amongst the teachers and the students. Both the external and the internal teachers would be supplementing each other. The external agency would bring their own support material and even equipment, if required, prepared and distributed at their own cost.
- The external agency will deploy teachers in each school as per requirement of the school.
- The ideal size of the class would be 30-40.

Thus, the Directorate of Education intends to launch 'Project Teach Mathematics' covering approximately 30000 students (number may increase or decrease by about 15-20% based on Class 10 board Examination Result) of class 10 of government schools by outsourcing to the external agencies with effect from May 2020 till June 2020, before the commencement of Class 10 Compartment Examination (probably in the beginning of July 2020).

INVITATION FOR PROPOSALS

Online proposals through e-procurement system on behalf of Government of National Capital Territory of Delhi are invited up to or **before 16-03-2020 till 12:00 noon** under Two-Proposal Systems (Technical and Financial Proposal) for providing services in below-mentioned category:

Category	Classroom instruction between instructor & the students followed by giving of assignments to the students.
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The prescribed forms along with applicable terms and conditions have been published on the Government e-procurement website on **21-02-2020** and the same can be downloaded from <http://govtprocurement.delhi.gov.in>.

Proposal will be accepted on-line only.

SCHEDULE OF DATES OF RFP

Date of uploading of RFP:	21.02.2020
Date of Pre-Bid Meeting	26.02.2020
Issuance of Clarification/ corrigendum (if any)	28.02.2020
Last Date of submission of E.M.D & Technical Proposal (Hard Copy)	16.03.2020 (12:00 Noon)
Opening of Technical Proposal	16.03.2020 (03:00 pm)
Opening of Financial Proposal	Will be decided later

**-S/D-
DIRECTOR (EDUCATION)**

Bidders are advised to read the RFP carefully. Bid response/Proposal prepared in accordance with the procedures enumerated in Clause-13 of the RFP should be submitted online to the Directorate of Education, GNCTD, not later than the date and time laid down and at the address given in the RFP.

Estimated Project Value is as under:-

Category of Project	Approx. Number of Students to be covered under the Project	Estimated Project Value (In Rupees)	Earnest Money Deposit @ 2% of Estimated Project Value (In Rupees)	Performance Guarantee
Classroom instruction between instructor & the students followed by giving of assignments to the students.	30000	Rs. 9 Crore	Rs. 18 Lakh	5% of Actual Cost of awarded Work

The RFP form along with detailed terms & condition is available on the e-procurement website of NIC <http://govtprocurement.delhi.gov.in>.

The first requirement to participate in e-tender is to have digital signature and the registration of bidders with Application Service Provider National Informatics Centre is mandatory. For any enquiry about e-tender/digital signature, please contact at NIC Help Desk, C Wing, 6th Floor, Vikas Bhawan-2, Near-Metcalf House, Civil Lines, Delhi-110054, Tel No. 011-23813523.

The Bidder should submit the proposal in the following two forms:

- A. **Technical Proposal:** It should contain the documents mentioned under the Clause -13 of the RFP.
- B. **Financial Proposal:** It should have only rates quoted by the Bidder per student in the prescribed format only.

The Technical proposal of the companies/firms shall be evaluated by the Departmental Purchase Committee/Technical Evaluation Committee and the Financial Proposal of only those companies/firms shall be opened on-line which qualify in Technical Proposal in terms of criteria specified in RFP.

The Director of Education reserves the right to accept or reject any or all or any part of the tender without assigning any reason whatsoever.

1. GENERAL

- (a) The present On-line proposals are being invited under which the bidder shall provide services for implementing **‘Project Teach Mathematics’ for students of class 10 studying in Government Schools of Directorate of Education GNCT, Delhi**” in various Govt. Schools of the Directorate of Education, GNCTD under two bid systems (Technical and Financial). **Bid shall be valid for 120 days beyond the last date of submission of bid.**
- (b) Bidders are advised to study the RFP Document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.

2. ELIGIBILITY OF BIDDER

The bidder must fulfill the following eligibility conditions and submit documentary proof in support of claim of fulfilling the conditions while submitting the technical Proposal.

2.1 Common Eligibility of the bidder for the Project

- a) The bidder should be a legal entity registered as a partnership firm/ private limited company / limited company/ NGO/ Trust/Society/ Body Corporate, having the legal authority to operate in India in the field of education.
- b) The bidder should be registered under Goods & Service Tax (GST).
- b) In case the bidder is blacklisted or debarred for any fault from any Govt. Department/Organization will not be eligible for bidding.
- c) The bidding firm should not have incurred any loss in two (02) years during the last three years ending 31st March 2019.
- d) The average annual turnover ending with 31st March 2019 should be equal to the 30% of the total estimated cost of the project in last three (03) years.
- e) The bidder should have its working office in Delhi.

2.2 Specific Eligibility of the bidder for the Project.

The bidder should have:

- a) Operations for at least last 5 years in India and have been conducting Mathematics teaching activities for Secondary and Senior Secondary students [CBSE] with or without charging fees.
- b) Experience of training at least 10000 students of senior or senior secondary students in Mathematics [CBSE] in last 5 years, out of which 5000 should have been trained in last three years.

- c) Should have 80% average pass percentage of class X Students (CBSE) trained in last 3 years.
- d) Should have at least five running centers in Delhi/NCR
- e) Should have the capacity to conduct Mathematics teaching sessions for at least 10000 students in at least 400 venues spread across all 13 Districts of Delhi simultaneously.
- f) Ability to work at scale and having a pool/panel of at least **400 trained dedicated instructors** who are Graduate in Mathematics and have a minimum of 02 years teaching experience of teaching Mathematics to students of Classes 10 or 12.

3. QUALIFICATION OF THE BIDDERS:-

- (a) The "Bidder" as used in the Proposal documents shall mean the one who has signed the Proposals. The Bidder may be either the Constituted attorney of the company/firm/organization or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- (b) It is further clarified that the individual signing the Proposal or other documents in connection with the Proposal must certify whether he/she signs as:
 - a) Constituted attorney of the company/firm/organization
 - OR
 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company
- (c) The Bidder shall sign its Proposals with the exact name of the Company to whom the contract is to be issued. The Proposals shall be duly signed and sealed by an executive officer of the Bidder's organization. Each Proposal shall be signed by a duly authorized officer executed under seal.
- (d) The Bidder shall clearly indicate their legal constitution and the person signing the Proposals shall state his capacity and also source of his ability to bind the Bidder.
- (e) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Proposal. DoE may out rightly reject any Proposal not supported by adequate proof of the signatory's authority.

- (f) Bidder is required to confirm and declare online with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Education Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- (g) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- (h) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

The implementing agency will not be allowed to outsource or assign any activities of their project to any other agency.

4. SITE VISIT AND VERIFICATION OF INFORMATION

- (A) The bidder(s) is required to provide the service to multiple venues across all Govt. Schools spread in Delhi (list available on www.edudel.nic.in) under the Directorate of Education and is advised to visit and acquaint himself /herself with the area and operational locations. The cost of visiting shall be borne by the bidder.
- (B) It shall be deemed that by submitting online a proposal, the Bidder has: -
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
 - d) Satisfied itself about all matters, things and information including necessary and required documents for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations there under;
 - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred in tender hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc.
 - f) Acknowledged that it does not have a Conflict of Interest; and
 - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
 - h) Noted that this proposal is invited on single responsibility basis, so the bidder is supposed to quote the rates considering all aspects, e.g. inclusive of all taxes/charges, etc, while submitting his proposal.
- (C) The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.

5. MODE FOR SUBMISSION OF PROPOSAL

The proposal must be submitted online on the website <https://govtprocurement.delhi.gov.in> Proposal will not be accepted if sent by post or any other medium, under any circumstances. The firms are required to authenticate and scan (colour) all the legible documents required in the technical proposal and upload the same on the notified website.

6. ONE PROPOSAL PER BIDDER & COST OF PROPOSAL

Each Bidder can submit one bid only. If a bidder participates in more than one bid, the proposals shall be summarily rejected. The bidder shall bear all costs associated with the preparation and submission of his proposal

and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

7. Amendment/ Corrigendum of RFP Document

- (a) At any time prior to the last time and date for receipt of Proposals, the DoE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
- (b) The amendment/ corrigendum will be notified online through <https://govtprocurement.delhi.gov.in>.
- (c) In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum into account in preparing their Proposals, the DoE may, at its discretion, extend the last date for the receipt of Proposals.

8. Language of Proposals

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposals exchanged by the Bidder and the DoE, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

9. Proposal by Consortiums

In case of Proposal being submitted by Consortiums

- (i) There shall be a maximum of 3 (Three) Members in the Consortium, including the Lead Member of the Consortium, at the time of submission of Proposal.
- (ii) Subject to the provisions of clause (i) above, the Proposal should contain the information required for each member of the Consortium.
- (iii) Members of the Consortium shall nominate one member as the Lead Member (the “Lead Member”), who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of, any and all the Members of the Consortium during the RFP process and in the event the Consortium is awarded the Project, during signing of the agreement.

- (iv) The Lead Member of the Consortium must meet the 70% capacity of financial and technical requirements specified in RFP.
- (v) No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.
- (vi) The Proposal must contain a Memorandum of Understanding (MoU), on stamp paper of Rs. 100/- (Rupees One Hundred Only), entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoU, making each of the Consortium Members, liable for their respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal shall not be considered for evaluation and will be rejected. The MoU entered into between the members of the Consortium must be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered as non-responsive. The MoU shall not be amended without the explicit approval of the DoE. The MoU shall, inter alia,
 - (a) clearly outline the roles and responsibilities of each member at each stage;
 - (b) provide details of the minimum equity stake to be held by each member;
 - (c) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for execution of the Project in accordance with the terms of the Agreement.

10. EARNEST MONEY DEPOSIT

- (i) The bidder(s) will have to submit **Earnest Money Deposit** of amount Rs. 18 Lakh i.e. 2% of Estimated Cost in the form of **Fixed Deposit Receipts / Bank Guarantee** from any of Scheduled Bank in favour of “Director, Directorate of Education, GNCT of Delhi, Old Secretariat, Delhi”. Earnest Money will not be accepted in the form of Cash/DD/ Money Order. The bid security shall remain valid for a period of 45 days beyond the Final Validity period **. Note- * * 165 days (120 days + 45 days) beyond the last date of submission of bid.

- (ii) The bidder(s) are advised to furnish the bid security in the acceptable form in a duly superscripted sealed envelope. **The Earnest Money Deposit must be submitted physically in the office of proposal opening authority.** A colour scan copy of F.D/B.G in r/o of EMD should also be uploaded collectively with other documents for technical proposal.
- (iii) If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within 15 days of the placement of the work order, the bid security / Earnest Money Deposit will be forfeited and the awarded work will be cancelled.
- (iv) Bid security/ EMD of the bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of the validity of its tender.
- (v) EMD of unsuccessful bidder(s) will be returned to them approximately within 30 days after award of contract. No interest is payable on EMD amount.

11. Obligation of Directorate of Education

Obligation of the Directorate of Education is as under:

- (i) To provide students (as per number specified above)
- (ii) To assign schools to the implementing agency/agencies where the Mathematics Teaching class is to be conducted.
- (iii) To provide classroom for teaching learning activities in its school.
- (iv) Nodal teacher/ Estate Manager in each school for infrastructural/ coordination issues.
- (v) Design and operate an online MIS system in which the implementing agency shall be required to report daily attendance of students and instructors and academic achievement data.
- (vi) Acknowledge the implementing agency as the partner organization of DoE in its project reports in all forms.

12. Description of Service:

- ✓ **Conduct classes during May-June 2020 for the students of Class 10 placed under Compartment in subject Mathematics to prepare them for re-examination by the CBSE (likely to be held in July 2020).**
- ✓ Under the proposed implementation model, the external agency shall provide adequate number of instructors.

- ✓ Conduct daily classes totaling 100 hours with a batch size of 30-40 students for upto 30,000 students in schools spread across Delhi. **This number of students may vary as per actual requirement of DoE.**
- ✓ Deploy quality instructors (possessing the minimum qualification and experience) and responsible for their orderly conduct during the course period.
- ✓ Provide appropriate learner support materials for the students to practice the exercise.
- ✓ Implement its pedagogical plan as per the CBSE examination requirement (Class 10 Mathematics).
- ✓ Monitor activities and progress of students during the sessions. Each venue should be visited by the supervisory/training staff of the organization at least thrice during the duration of the project.
- ✓ Conduct three assessments of targeted students before the commencement of Compartment Examination likely to be scheduled in the beginning of July 2020.
- ✓ Conduct quality check.

13. MODE OF SUBMISSION OF THE PROPOSALS & DOCUMENT REQUIRED

Besides uploading, the Interested agencies may invariably submit Earnest Money Deposit (EMD) & Documents for Technical Proposal physically in **Spoken English Cell (Near New Conference Room), Old Secretariat Building, Directorate of Education, Government of NCT of Delhi** in 02 superscripted sealed covers separately namely (1) EMD Cover (2) Technical Documents Cover. It must contain check list (**Annexure-1**) along with legible copies of supporting documents mentioned below at point (ii) to (xiii) as Technical proposal].

- (i) Earnest Money Deposit – Refer to Clause-10.
- (ii) Self-attested copy of Registration under GST in GNCT of Delhi.
(In case the bidder is not registered under GST at the time of bidding, he would submit an undertaking along with the bid that he would get registered under GST in GNCT of Delhi before the award of work. Also he would have to submit the self-attested copy of registration certificate before the award of work).
- (iii) Check List for Technical Proposal (Annexure-I) & Details of the Institute/Organization (If applying as consortium, the details of all partner agency involved)–**Annexure -'II'**
- (iv) Details of Experience – **Annexure-‘III’**
- (v) Details of faculty and course material of the agency – **Annexure-‘IV’**

- (vi) Audited Balance Sheet (duly certified by the Chartered Accountant) for preceding three financial years i.e. 2016-2017, 2017-18 & 2018-19 showing minimum average annual financial turnover. The average annual turnover should be equal to the 30% of the total cost of the Project Work in last three (03) years.- **Annexure-‘V’**
- (vii) An undertaking stating that their firm/agency has not been banned/debarred by any Govt. Department/PSU/Autonomous body-**Annexure-VI**
- (viii) An undertaking stating that work will not be executed through sub-contract through another agency etc - **Annexure-VII**
- (ix) Authorization letter/document from management in favour of Authorized signatory. (**Annexure VII-A**)
- (x) Details of Running Centres in **Delhi/NCR** (**Annexure VII-B**)
- (xi) Details of students trained and passed in last 3 years (**Annexure VII- C**)
- (xii) Two pages write up on effectiveness of Pedagogical Technique (**Annexure-VIII**)
- (xiii) Proof of Address of Working Office in Delhi & Any other document as sought in tender documents.

14. MODE OF OPENING OF TECHNICAL PROPOSAL

Technical Proposals will be opened in the presence of bidders or their authorized representatives who wish to be present on the occasion. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents are found in order as per condition of RFP. The technical proposal shall be opened by the duly constituted Technical Evaluation Committee (TEC). The decision of the Director (Education) to declare any of the bidders qualified/disqualified in the bidding, on the basis of the advice of the TEC, shall be final and binding. The intimation of decision of the Director (Education) shall be conveyed to the bidders.

15. RIGHT OF THE DEPARTMENT TO REJECT ANY PROPOSAL

The Director of Education, GNCT of Delhi reserves the right to cancel/reject the proposals at any stage- Technical/Financial. Further, the Director of Education, GNCT of Delhi does not bind himself/herself to accept the lowest or any other proposal and reserves the right to reject any or all the proposals received without assigning any reason. All proposals in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. The

Director of Education, Government of National Capital Territory of Delhi reserves to himself/herself the right of accepting the whole or any part of the proposal and the bidders shall be bound to perform the same at the rate quoted and as accepted by the Director (Education).

16. SCHEME OF EVALUATION OF TECHNICAL PROPOSAL FOR IMPLEMENTING AGENCIES

Sr. No.	Parameter	Maximum Marks	Distribution of Marks	
1.	Operations in India in the field of conducting Maths teaching activities for Secondary and Senior Secondary students [CBSE] with or without charging fees.	2	Minimum 5 years	1 mark
			Above 5 years	2 marks
2.	Experience of training of students of senior or senior secondary classes in Mathematics [CBSE] in last 5 years.	3	Minimum 10000	1 mark
			10001-20000	2 marks
			Above 20000	3 marks
3	Number of students trained in last three years.	2	Minimum 5000	1 mark
			Above 5000	2 mark
4	Average pass percentage of class X Students (CBSE) trained in last 3 years.	3	Minimum 80%	1 mark
			81 % to 90 %	2 marks
			Above 90 %	3 marks
5	Running centres in Delhi/NCR.	3	Minimum 5	1mark
			6- 10	2 marks
			Above 10	3 marks

6	Capacity to conduct Maths teaching sessions for number of Students	3	Minimum 10000	1 mark
			10001 – 20000	2 marks
			Above 20000	3 marks
7	Ability to work at scale and having a pool/panel Number of trained dedicated instructors who have a minimum of 2 years teaching experience of Maths for class 10, 12.	4	Minimum 400	1 mark
			401 -500	2 marks
			501- 600	3 marks
			Above 600	4 marks
8	Availability of in house developed Teaching Learning material	2	Adapts material available in the market	1 mark
			Developed in house	2 marks
9.	Average Turnover of last three years.	4	3 Crore to 5 Crore	2 mark
			Above 5 Crore	3 marks
10	Effectiveness of Pedagogical technique	4	To be awarded by Technical Evaluation Committee/ Expert Committee on the basis of quality of approach as described in a detailed write up (1000 words) and presentation.	
Total		30 Marks		

17. SHORT-LISTING OF TECHNICAL PROPOSALS FOR OPENING OF FINANCIAL PROPOSALS

The technical proposals of eligible firm/agency will be evaluated by the Technical Evaluation Committee on the marking scheme of criteria as mentioned above at **Clause-16**. After marking, **Proposals whose aggregate percentage of marks earned is 60% and above will only be considered for opening of Financial Proposal.**

18. FINANCIAL PROPOSALS

The bidder shall furnish (online only) the financial rate bid (called Financial Proposal) in **Annexure- IX**.

- (i) The financial bid shall remain valid for 04 months.
- (ii) Initially the quality of the technical proposals will be scored as per criteria mentioned above at Clause- 16. Only those responsive proposals that have achieved at least 60% qualifying score in quality of technical proposals will be considered for opening of Financial Proposals.
- (iii) The acceptance of financial bid shall be subject to the approval of the Director (Education) on the recommendations of the Committee.
- (iv) The Bidder must quote only single rate for inclusive of all taxes/charges.
- (v) The tender which is found with double/multiple/optional rates will be summarily rejected.

19. AWARD OF WORK CONTRACT & VALIDITY OF CONTRACT

- (i) **The work contract will be awarded on ‘Quality and Cost Based Selection (QCBS)’. In this process, the proportion for Technical Proposal and Financial Proposal will in aspect of 60:40.**
- (ii) After opening and scoring, the Financial Proposals of responsive technically qualified bidders, a final combined score will arrive at by giving relative weightages for the score of quality of the technical proposal and the score of financial proposal. The proposal with the highest weighted combined score (Quality & Cost) shall be declared as (H-1) successful bidder.
- (iii) Keeping in the view of exigency of the project, the DoE will opt for parallel rate contract and the H-1 bidder shall be awarded at least 60% of total quantity of the work. Rest quantity of the work will be offered to other responsive bidder(s) at the same rate of the H-1 bidder.
- (iv) Apart from above, the Director (Education) reserves the right to assign/allocate the work to one or more bidder(s) at the H-1 bidder’s rate. The proportion of allocation of works is sole discretion of the Director (Education).
- (v) If 02 or more financial proposals of the bidders are found as same, the work will be offered to the agency having highest average annual turnover in first instance.

- (vi) The Department will communicate to the successful bidder(s) by facsimile confirmed letter transmitted by speed post that his/her financial proposal has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount at which the contractor will be paid in consideration of the execution of services by the firm/agency as required in the contract.
- (vii) The successful bidder(s) will be required to execute an agreement in the form specified in Annexure –‘XI’ as well as to furnish Performance Security in form specified in Annexure- ‘X’ also).
- (viii) **The Contract shall remain valid for 01 year and extendable for further 01 year subject to satisfactory performance.**

20. PERFORMANCE GUARANTEE

The successful bidder(s) will be required to submit Performance Guarantee @ 5% (Five Percent) of the cost of Project within 15 days of the award of the work. This guarantee shall be in the form of Fixed Deposit Receipt/Bank Guarantee from any of scheduled bank in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the said period, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the work awarded would be cancelled.

The performance guarantee must remain valid for the period of 60 days beyond the date of completion of all the contractual obligations. In case the contract period is extended further, the validity of performance security shall also be extended by the contractor accordingly. No interest is payable on Performance Security/Guarantee by the Department.

If at any stage, the bidder deviates from the terms and conditions of the Contract Agreement or his performance are found to be unsatisfactory, Agreement of contract shall be liable to be terminated without any notice and the Performance Security shall be forfeited.

21. AGREEMENT DEED

The successful bidder shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 15 days from the date of award of the contract. Agreement/contract shall be signed after the submission of the performance security on the following terms:

The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Directorate of Education and any consequential loss will be recovered from the bidder. Agreement shall be executed with the successful bidders as per terms and conditions of this RFP.

22. PENALTY FOR NON-COMMENCEMENT, SLOW PERFORMANCE OR DELAY IN SERVICE

Any short fall in the agreed terms & conditions will be subject to imposition of penalties including termination of the contract. The schedule of 'Penalties' for the short fall in services is given below. The total Quantum of Penalties shall not exceed 20% of total transacted value of the Project. Director Education will be the authority to assess the Quantum of penalty and any appeal against the decision of the Director Education can be submitted to Secretary Education for consideration.

S. No.	Item	Quantum of Penalty for each deficiency of service
1.	Deployment of Instructors in violation of the Qualification norms	100% for that concerned batch(s).
2.	Instance of Indiscipline like teacher/instructor absenting from the class, late coming, etc.	20% of the per day remuneration of the concerned teacher
3.	Failure to ensure at least 95% students pass the CBSE board exam including the Compartment in 2020 itself.	10%

23. PAYMENT SCHEDULE

The following schedule is applicable for release of payment to the selected agency / Institution for organizing classes

Schedule	Description	Remarks
1 st installment-30%	After completing 30 hours of classes	Based on assessment of performance by Core Academic Unit in sampled schools.
2 nd installment-30%	At the end of the Project	Based on assessment of performance by Core Academic Unit in sampled schools.
Balance – 40%	Performance based: as per given criteria (after the declaration of Class 10 Compartment result by CBSE)	If the result <ul style="list-style-type: none">• Below 75% then no further payment will be made.• 75% to 80% then 20%• Above 80% then 40%

24. OTHER OBLIGATION TO THE SERVICE PROVIDER

- (a) The Firm / Agency selected for conducting classes shall ensure the continuity of teachers initially engaged for this purpose till the completion of the programme. As it is a short term programme change of teachers' midway will not be permitted.
- (b) Deployment of qualified teachers / instructors is the prime responsibilities of the selected institution / agency. Any deviation in this regard will attract penalty.
- (c) The regular attendance, discipline of the Teachers/Instructors is the sole responsibility of the selected agency.
- (d) The instructors appointed by it should have police verification record not later than three months old at the time of commencing the instruction in this project.
- (e) The implementing agency will not be allowed to outsource or assign any activities of their project to any other agency.
- (f) No objection from their instructors/supervisory personnel to use biometric attendance and any other attendance method opted by DoE.

25. FORCE MAJEURE

If at any time during the currency of contract, either party is subject to force majeure which can be termed as civil disturbance, riots, strikes, tempest, act of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about happening of such an event. Neither party shall be, reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or cease to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

26. DISPUTE RESOLUTION

- (A) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities/representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Lt. Governor, Delhi.
- (B) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (C) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the disputes relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

27. JURISDICTION OF COURT.

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

-S/D-
Deputy Director of Education
SCHOOL BRANCH

PROFORMA/CHECK LIST FOR TECHNICAL PROPOSAL

1. Name of the Firm :
2. Full Postal Address :
3. Telephone number :
4. E-mail ID :

S. N	Name of desired Document	Whether copy of desired certificate/Documents are uploaded	Documents/ Details (copy enclosed at page No. of the Proposal)
1.	Earnest Money Deposit (EMD) having suitable validity **	FDR/B.G No..... Name..... Branch..... Date.....	
2.	Self attested Copy of Registration under GST in GNCT of Delhi	Yes/No	
3.	Details of the Institute/Organization (If applying as consortium, the details of all partner agency involved) -Annexure -'II'	Yes/No	
4.	Details of experience - Annexure-'III'	Yes/No	
5.	Details of faculty and course material of the agency Annexure-'IV'	Yes/No	
6.	Details of Annual turnover Annexure-'V'	Yes/No	
	Audited balance sheet/turn over for the last 03 Years	Yes/No	
	2016-17	Yes/No	
	2017-18	Yes/No	
	2018-19	Yes/No	

7.	An undertaking stating that their firm /agency has not been debarred/banned or declared black listed by any Govt. Department/ PSU/ Autonomous Body. Annexure -VI	Yes/No	
8.	An undertaking that the firm will not engage any sub -contractor in any manner. Annexure-VII	Yes/No	
9.	Authorization letter/document from management in favor of signatory (Annexure VII - A)	Yes/No	
10.	Two page write up on effectiveness of Pedagogical Technique (Annexure-‘VIII’)	Yes/No	
11	Details of Running Centres in Delhi /NCR(Annexure VII-B)	Yes/No	
12	Details of students trained and passed in last 3 years (Annexure VII-C)	Yes/ No	
13	Proof of Address of Working Office in Delhi/NCR	Yes/ No	

(Signature of Authorized Signatory)
(Rubber seal)

**DETAILS OF THE INSTITUTE/ORGANISATION
(IF APPLYING AS CONSORTIUM, THE DETAILS OF ALL PARTNER AGENCY
INVOLVED)**

1.	Name of the institution/organisation	
2.	Status of registration	
	(i) Registered under Societies Act of 1860 (Yes/No)	
	(ii) Registered under Indian Trusts Act 1882 (Yes/No)	
	(iii) Registered under section 25 of the Companies Act 1956 (Yes/No)	
	(iv) Registered under any other Act (Specify)	
	(v) Registered under GST (Yes/No)	
3.	Address for Communication along with Phone Number, Mobile Number and e- mail ID	
4.	Name of the Contact person along with Phone Number, Mobile Number and e- mail ID	
5.	Main activities of the institute/organisation	

**(Signature of Authorized Signatory)
(Rubber seal)**

DETAILS OF EXPERIENCE OF THE INSTITUTE/ORGNISATION

[Refer to Clause- 2.2 (b)]

Details of the Experience during the last 5 years in the field of Mathematics teaching for class 10, 12.

Sl. No.	Nature of Course	Number of days / hours of the programme	Number of students/ candidates trained during the course	Details of assessment if any	Results of the course

**(Signature of Authorized Signatory)
(Rubber seal)**

DETAILS OF FACULTY AND COURSE MATERIAL

1.	Whether the institute/organization is having dedicated faculty? (Yes/No)	
2.	If yes, the number of faculty available.	
3.	Details of teaching faculty- Minimum 2 years' experience of teaching Mathematics for class 10, 12.	
4.	Details of course material designed for Development of Mathematical knowledge.	
5.	Any awards/recognitions received in last 5 years.	

**(Signature of Authorized Signatory)
(Rubber seal)**

DETAILS OF ANNUAL TURNOVER
(IN INDIAN RUPEES)

1. Name of the Firm
- 2 Address with Tel No
- 3 Annual turn-over for the last three years

Financial Year	Turnover (Rs. In lakh)
2016-17	
2017-18	
2018-19	

Name & signature of the authorized signatory
With rubber stamp

UNDERTAKING

To

The Director,
Directorate of Education,
Govt. of NCT of Delhi,
Old Sectt., Delhi-54

_____Name of the firm.

Sir/ Madam

1. I/We hereby agree to abide by all terms and conditions laid down in RFP.
2. This is to certify that I/We before submitting the proposal have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We declare that I/we or any of our constituent partners (in case of consortium) have neither been debarred nor blacklisted for tendering in any organization at any time. It is further stated that none of us has been convicted by any court of law.

(Signature of the Authorized Signatory)
With Rubber Stamp.

UNDERTAKING

To

The Director,
Directorate of Education,
Govt. of NCT of Delhi,
Old Sectt., Delhi-54

_____Name of the firm.

Sir/Madam

I/We hereby undertake that the firm will not engage any sub-contractor or transfer the contract to any other person/agency in any manner.

(Signature of the Authorized Signatory)

With Rubber Stamp.

(Annexure VII-A)

Authorization from management in favour of Authorized signatory.

(Annexure VII-B)

Details of Running Centres in Delhi/NCR

[Refer to Clause 2.2 (d)]

S.N	Name of Centre	Address of Centre
1		
2		
3		
4		
5		

(Signature of the Authorized Signatory)
With Rubber Stamp.

Details of students trained and passed in last 3 years

Year	Board	Number of students/ candidates trained during the course	
		Class 10th	Class 12th
2017	CBSE		
2018	CBSE		
2019	CBSE		

(Signature of the Authorized Signatory)
With Rubber Stamp.

Two pages write up on effectiveness of Pedagogical Technique

FINANCIAL PROPOSAL FORMAT

Proposal inviting Authority : DIRECTOR, DIRECTORATE OF EDUCATION, GNCT OF DELHI, OLD SECRETARIAT, DELHI – 54				
Name of work:		Classroom instruction between instructor & student followed by giving of assignments to students.		
Name of the Firm :				
SCHEDULE OF WORK				
S No.	Name of Item	Approx Number of Students to be covered under the Project	RATE PER STUDENT (In Rs.) Inclusive of all taxes/Charges (in figure)	RATE PER STUDENT (In Rs.) Inclusive of all taxes/Charges (in words)
1.	Classroom instruction between instructor & student followed by giving of assignments to students& assessment	30,000 Approx.		
		Rupees only		

FORM OF PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

WHEREAS..... (Name of bidder) (Hereinafter called “the bank”) has submitted his/her proposal Dated _____for providing in Delhi Government schools (hereinafter called “the Deptt.”)

KNOW ALL MEN by these present that we (Name and Address of Bank), having our registered office at (hereinafter called “the Bank”) are bound unto Directorate of Education (hereinafter called “the Department”) in sum of Rs. for which payment will and truly to be made to the said Department, the Bank binds itself its successors and assigns by these presents.

WHEREAS the bidder is required to furnish a Bank Guarantee for the sum of Rs.as Performance Security against the bidder’s offer as aforesaid.

AND WHEREAS (Name of Bank) have on the request of the bidder, agreed to give this Guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the bidder in regard to the condition contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agree upon between the Department and the bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our bank or in the constitution of the bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The bidder, in case the bid is accepted by the department, executes a formal Agreement after furnishing the performance Guarantee of a scheduled commercial Bank based in India.
 - b. Sixty days after the date of validity or the extended date of validity of the contract, as the case may be, whichever is later.
4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

TERMS AND CONDITIONS of this Obligation are:

1. If the Bidder having been notified of the acceptance of its bid by the Department, fails or refuses to terms of the contract as mentioned in the RFP during period of award of contract.
2. If the tender is terminated on the allegation of production of false/forged document for obtaining the contract.
3. If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any State Government /Union Government

We undertake to pay to the Department upto the above amount upon receipt of it's first written Demand, without the Department having to substantiate its demand provided that in its demand the Department will note that amount claimed by it, is due to owing to the occurrence of any one of the above mentioned conditions and specifying and occurred condition or conditions.

This guarantee will remain in force upto and including 60 days after the period of the bid validity or as it may be extended by the Department notice of which (extension) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of Witness
Bank

Signature of Authorized Official of the

Name of Official.....
Designation
ID No.....

(Stamp/Seal of Bank)

Name of Witness:-

Address of Witness:-

**GOVT. OF NCT OF DELHI
DEPARTMENT OF EDUCATION, DELHI
OLD SECRETARIAT, DELHI - 110054**

AGREEMENT

THIS AGREEMENT is made on the day..... (Month).....(year)
Between the President of India Through Director, Directorate of Education
(Name and address of the department) (hereinafter expression shall, unless
excluded by or repugnant to the context be deemed to include his successors in
office and assigns) of the one part AND (Name and address of the firm)
through..... authorized
representative (hereinafter called “the contractor” which expression shall,
unless excluded by or repugnant to the context, be deemed to include his
successors, heirs, executors Administration, representatives and assigns)
of the other part for providing in the
government schools of Directorate of Education.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract herein after refereed to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement , viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting proposals;
 - d. Bill of Quantities;
 - e. Addend, if any ; and
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Firm as hereinafter Mentioned, the Firm hereby covenants with the Department to execute to provide thew.e.f as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the firm in consideration of the execution and Completion of the works/supply as per this agreement and tender document, the contract price of Rs._____ per student.

Being the sum stated in the letter of acceptance subject such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor	For and on behalf of the president of India.
Signature of the authorized official	Signature of the authorized Officer
Name of the official with Stamp / seal of the firm	Name of the official with Stamp / seal of the Office
Witness Signature: Name _____ Designation _____ Address _____ Telephone No. _____	Witness Signature: Name _____ Designation _____ Address _____ Telephone No. _____