



## **REQUEST FOR PROPOSAL**

**RfP No: 2351/B6/CSR/SS/2022**

# **Selection of payment gateway service provider to integrate with Tamil Nadu Samagra Shiksha Portal**

Department of School Education,  
Government of Tamil Nadu

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Issued on:

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# LETTER OF INVITATION

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

**Date: 20 May 2022**

**RfP Reference:** 2351/B6/CSR/SS/2022

**Assignment Title:** Selection of payment gateway service provider to integrate with the Tamil Nadu Samagra Shiksha Portal

The Samagra Shiksha, School Education Department, Government of Tamil Nadu (hereinafter referred as "Authority") has been implementing the Integrated Scheme for School Education to ensure inclusive and equitable quality education from Classes 1 to 12. class 1<sup>st</sup> -12<sup>th</sup> standard.

As part of the above, the Authority, intends to appoint a firm to support SS for the Assignment as titled above.

The RfP comprises of the following 4 sections:

Section 1: Instruction to Bidder and Data Sheet  
Section 2: Technical Proposal – Standard Forms  
Section 3: Financial Proposal – Standard Forms  
Section 4: Terms of Reference  
Appendixes

Thanking you,

Yours sincerely,

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

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## Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for the Authority to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RfP document.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for the consultancy.

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8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

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## Section 1. Instructions to Bidders (ITB) and Data Sheet

### A. GENERAL PROVISIONS

<b>1. Definitions</b>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.</p> <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) "Authority" means Tender inviting authority i.e. Additional State Project Director-1, <u>Assistant/ Deputy Director, Samagra Shiksha</u>, School Education Department, Government of Tamil Nadu.</p> <p>(d) "Bidder" means an individual firm.</p> <p>(e) "Consultant" means a legally established firm or an entity that may provide or provides the Services to the Authority under the Contract.</p> <p>(f) "Contract" means a legally binding written agreement signed between the Authority and the successful Bidder and includes all additional documents as may be specified by the Authority.</p> <p>(g) "Data Sheet" means an integral part of the Instructions to Bidders (ITB) Section 1 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(h) "Day" means a calendar day.</p> <p>(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.</p> <p>(j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.</p> <p>(k) "Non-Key Expert(s)" means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(l) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(m) "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt.</p> <p>(n) "ITB" (this Section 1 of the RfP) mean the Instructions to Bidders that provides the Bidders with all information needed to prepare</p>
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	<p>their Proposals.</p> <p>(o) "Proposal" means the Technical Proposal of the Consultant.</p> <p>(p) "RfP" means this Request for Proposal prepared by the Authority for the selection of consultants.</p> <p>(q) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(r) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected outcomes.</p>
<b>2. Introduction</b>	<p>2.1 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the <b>Data Sheet</b> for the services required for the Assignment named in the Data Sheet. The Proposals will be the basis for contract negotiations and the signing of a contract with the selected Firms.</p> <p>2.2 Authority will select a Firm among those whose proposals are accepted, in accordance with the evaluation criteria and selection methodology indicated in Section 4.</p> <p>2.3 Notwithstanding anything contained in this RfP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the above clause, the Authority reserves the right to reject any Proposal if:</p> <p>2.3.1 At any time, a material misrepresentation is made or discovered, or</p> <p>2.3.2 The firm does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.</p> <p>2.4 Misrepresentation by/ improper response by/delay or non-submission of supplemental information required from the firm may lead to the disqualification of the firm. The firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation, visits to Authority, if any, etc. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the process. Firms may not associate with other firms/organizations in the form of a joint venture or a sub- consultancy arrangement to enhance their qualifications.</p> <p>2.5 Bidders can bid as per the <b>Data Sheet</b>.</p> <p>2.6 Participating organisations who wish to bid must fulfill the pre-</p>



	<p>requisites for prequalification as shown in the <b>Data Sheet</b>.</p> <p>2.7 The duration of the project will be as shown in the <b>Data Sheet</b>.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Bidder is required to provide services, at all times holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work as per the Integrity and Avoidance of Conflict of Interest Pact as per Appendix V to this RFP.</p> <p>3.2 The Bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting projects</b>	<p>(i) <u>Conflict among projects</u>: A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.</p> <p>(ii) No Entity, who is a part of one applying Consortium, can be another single Applicant or be part of other consortia applying for the Project. In the event that this is violated, the application submitted first in chronology by an Entity, either singly or as a part of a Consortium, shall be considered responsive; all other applications of such an Entity shall be considered non-responsive. For verification purposes of this basic condition, every Entity of an Applicant must register themselves on the e-bid portal through only one authorized representative/ signatory for the project.</p>
<b>b. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Authority's staff</u>: a Bidder (including its Experts) that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<b>4. Unfair Competitive Advantage</b>	<p>4.1 Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the <b>Data Sheet</b> and make available to all</p>

	<p>Bidders together with this RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.</p> <p>If a self declaration to this effect is found to be false, it may lead to the disqualification of the bidder or the termination of the contract and/ to sanctions by the Authority at the sole discretion of the Authority.</p>
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.</p>
<b>6. Eligibility</b>	<p>6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments.</p> <p>6.2 Furthermore, it is the Bidder's responsibility to ensure that it's Experts (declared or not), and/or their employees meet the eligibility requirements as established in this document.</p>
	<p>6.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Authority.</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents(including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
	<p>6.4 Serving Government officials and civil servants in India are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.</p>

## B. PREPARATION OF PROPOSALS

<b>7. General Considerations</b>	7.1 In preparing the Proposal, the Bidder is expected to examine the RfP in detail. Material deficiencies in providing the information requested in the RfP may result in rejection of the Proposal.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Authority shall be written in the language specified in the <b>Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> .
<b>11. Earnest Money Deposit</b>	<p>11.1 Every bidder participating in the bidding process must furnish the required Earnest Money Deposit (EMD) as specified in the Request for Proposal. Bids received without the specified Earnest Money Deposit shall be summarily rejected.</p> <p>11.2 Form of EMD: The EMD will be paid either through NEFT or through Demand Draft (DD) from bidder's branch or online through NEFT and a scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer will have to be submitted as per template provided in Appendix IA in the technical proposal.</p> <p>Other details required to be furnished by the bidder as part of Appendix IA of the RfP with respect to EMD are as below:</p> <ul style="list-style-type: none"> <li>• Proof of EMD paid: scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer or original copy of DD.</li> <li>• The details given in the following format typed against purpose/ comments/ subject: Samagra Shiksha-EMD-bidder name.</li> <li>• Bidder's Bank details: <ul style="list-style-type: none"> <li>Bank name:</li> <li>IFSC code:</li> <li>Bank Account Name:</li> <li>Bank Account number:</li> <li>Transaction Reference number:</li> </ul> </li> </ul>

	<p>11.3 The EMD amount shall be paid to the below mentioned Bank account with the purpose/ subject/ comments as Samagra Shiksha-EMD-bidder name.</p> <p>11.4 The bidder may go to their branch and provide the account details of the Authority given in the paragraph above. The branch will do the NEFT transaction and provide the transaction reference number which has to be mentioned in the response AND copy of the transaction challan from the bank has to be scanned and attached along with the application.</p> <p>11.5 NEFT from account online: The bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments "Samagra Shiksha-EMD-bidder name" should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of transaction receipt should be attached along with the response.</p> <p>11.6 In the case of the EMD being a DD, a DD from a scheduled Indian Bank in favour of "Tamil Nadu State Mission of Education for All - Samagra Shiksha", payable at Chennai, for each component as shown in the <b>Data Sheet</b> will be required to be submitted by each firm along with the technical proposal. The EMD amount should be the exact amount and there should be no excess or less amount.</p> <p>11.7 Earnest Money Deposits of firms shall be returned, without any interest, within three months after signing the contract with the selected Firm or when the selection process is cancelled by the Authority.</p> <p>11.8 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet.</p> <p>11.9 Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 60 days after final acceptance of bid and signing of contract with the successful bidder.</p> <p>11.10 EMD of Successful Bidder: EMD of the successful bidder may be adjusted against their Performance Bank Guarantee (PBG) amount or returned back to the successful bidder upon receipt of full PBG.</p> <p>11.11 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -</p> <ul style="list-style-type: none"> <li>- When the bidder withdraws or modifies his bid proposal after opening of bids.</li> <li>- When the bidder does not execute the agreement after placement of order within the specified time.</li> </ul>
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	<p>- When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.</p>
<b>12.Proposal Validity</b>	<p>12.1 <b>The Data Sheet</b> indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Bidder shall maintain its original Proposal and the financial proposal without any change.</p> <p>12.3 If it is established that any Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<b>a. Extension of Validity Period</b>	<p>12.4 The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
<b>13.Clarification and Amendment of RfP</b>	<p>13.1 At any time before the submission of Proposals, the Authority may, for any reason, whether on its own initiative or in response to a clarification requested by any firm, modify the RfP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be sent only by email or shall be uploaded on the Authority's website.</p> <p>13.2 Authority may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.</p> <p>13.3 Firms may request clarification(s) on any item of the RfP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent by electronic mail (email) indicated in the Data Sheet. Authority will respond only by email to such requests and/or will upload the response on the Authority office's website - <a href="https://www.tnschools.gov.in">https://www.tnschools.gov.in</a> (including an explanation of the query but without identifying the source of inquiry).</p> <p><b>13.4 The Authority requires that while submitting queries as part of the pre-bid discussions, Bidders must mandatorily list out the various charges that the Bidder is likely to charge (without specifying the</b></p>

	<p><b>amounts) and specify in each case whether the charge is one time, recurring or percentage based. The Authority may make modifications to the Financial Template based on these inputs received.</b></p> <p>13.5 All firms are requested to browse the official website &amp; any amendments/ corrigendum/modification will be notified on our website only and such modification will be binding on them.</p> <p>13.6 In order to allow service providers reasonable time to take the amendment into account in preparing their bids, Authority at its discretion, may extend the deadline for the submission of bids.</p>
<b>14. Technical Proposal Format and Content</b>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 2 of the RfP and shall comprise the documents listed in the <b>Data Sheet</b>. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP. It shall list all costs associated with the assignment.</p>
<b>15. Pre-Bid Meeting</b>	<p>15.1 Queries raised by the service providers will be clarified during the pre-bid meeting and / or will be communicated by email to all those who have sent their queries regarding the RfP, by email. Firms are requested to send their pre-bid queries to the email id at least four days prior to the pre-bid meeting. The pre-bid meeting details are provided in the <b>Data Sheet</b>.</p>

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

<b>16. Preparation of Proposal</b>	<p>16.1 The Proposal shall contain no inter lineation or overwriting, except as necessary to correct errors made by the Applicant itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposal.</p> <p>16.2 The Authorised Representative of the firm should sign all pages of Technical and Financial proposals. The Authorised Representative's authorisation should be confirmed by a written power of attorney or equivalent document by the competent authority accompanying the Proposal.</p> <p>16.3 Technical Proposal:</p> <p>a) In preparing the Technical Proposal, firms are expected to examine the documents comprising this RfP in detail. Material deficiencies in providing the information requested may result in the rejection of the proposal.</p> <p>b) Technical proposals should follow the prescribed Standard</p>
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	<p>Forms provided in Section 2.</p> <p>c) The Technical Proposal shall not include any Financial Proposal.</p> <p>d) Bidders will be invited to make an in-person presentation of their Technical proposal. Financial proposals will be opened after all bidders have presented their technical proposal.</p> <p>16.4 Financial Proposal</p> <p>a) In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions of the RfP documents. The Financial Proposal should follow Standard Forms provided in Section 3.</p> <p>b) Service Providers must express the price of their services in Indian Rupees.</p> <p>16.5 Wherever a specific form is prescribed in the Bid document, the firm shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection. For all other cases, firms shall design a form to hold the required information</p> <p>16.6 Modification/ withdrawal of the Bid:</p> <p>a) Firm may modify or withdraw its bid before the due date of bid submission.</p> <p>b) No Bid may be modified after the deadline for submission of bids.</p> <p>c) No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the firm on the bid letter form. Withdrawal of a Bid during this interval may result in the firm's forfeiture of its Bid security.</p>
<b>17.Submission of Proposals</b>	<p>17.1 The proposal, its contents and all correspondence and documents shall be in English.</p> <p>17.2 The proposals shall remain valid for 120 days from the last date of bid submission.</p> <p>17.3 The completed Proposal must be delivered at the submission address on or before the <b>Bid Due Date (BDD)</b>. No Proposal shall be accepted after the closing time of Proposals.</p> <p>17.4 The fee should be quoted in the financial bid only, in case found in the Technical bid that will be rejected.</p>

	<p>17.5 Prior to the evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RfP at each evaluation stage. the Authority may, at its sole discretion, reject any Proposal that is not responsive hereunder. The Authority reserves all rights to accept or reject any proposal without assigning any reason.</p> <p>17.6 The firm shall submit two (2) copies of the Technical Proposal (one original and one copy) and one copy of the Financial Proposal. The Technical and Financial Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it will not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy of the technical proposal, the contents as per the original will only be considered.</p> <p>17.7 Submission Address:</p> <p style="text-align: center;">State Project Director, Samagra Shiksha, DPI Campus, College Road, <u>Nungambakkam</u>, Chennai, Tamil Nadu 600006</p> <p>17.8 Proposal Submission:</p> <table><tr><th>Envelop</th><th>Content</th><th>Forms</th></tr><tr><td>Pre-qualification Envelope</td><td>Request for Proposal (RfP) envelop and EMD (Separately sealed envelope)</td><td>Appendix 1/1A Pre Qual 1</td></tr><tr><td rowspan="2">RfP Envelope</td><td>Technical Proposal (Separately sealed envelope)</td><td>Tech Form 1,2,3,4,5</td></tr><tr><td>Financial proposal (Separately sealed envelope)</td><td>Financial Form 1,2</td></tr></table> <p>17.9 After the Proposal submission until the contract is awarded, if any firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the firm's proposal.</p>	Envelop	Content	Forms	Pre-qualification Envelope	Request for Proposal (RfP) envelop and EMD (Separately sealed envelope)	Appendix 1/1A Pre Qual 1	RfP Envelope	Technical Proposal (Separately sealed envelope)	Tech Form 1,2,3,4,5	Financial proposal (Separately sealed envelope)	Financial Form 1,2
Envelop	Content	Forms										
Pre-qualification Envelope	Request for Proposal (RfP) envelop and EMD (Separately sealed envelope)	Appendix 1/1A Pre Qual 1										
RfP Envelope	Technical Proposal (Separately sealed envelope)	Tech Form 1,2,3,4,5										
	Financial proposal (Separately sealed envelope)	Financial Form 1,2										
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Authority in the evaluation of the</p>											



	<p>Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such bidders may be subject to the application of prevailing Authority's sanctions/penal procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if any Bidder wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p>
<b>19.Withdrawal of Bid</b>	<p>19.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received on the e-bid portal prior to the BDD and time. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD and time.</p>
<b>20.Opening of Technical Proposals</b>	<p>20.1 The Authority's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend (electronically or in person). The opening date, time and the address are stated in the <b>Data Sheet</b>.</p> <p>20.2 At the opening of the Technical Proposals the following shall be made known: (i) the name of the Bidder and/or the name of the lead member and the names of all members; (ii) whether there are any modifications to the Proposal submitted prior to proposal submission deadline and, (iii) any other details as maybe required.</p>
<b>21.Proposals Evaluation</b>	<p>21.1 The Bidder is not permitted to alter or modify its Proposal in any way after the BDD and time. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Technical Proposals, initially.</p>
<b>22.Evaluation of Technical Proposals</b>	<p>22.1 The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RfP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Terms or Reference. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.</p> <p>22.2 The shortlisted bidders will be contacted for document verification with originals wherever required, on the basis of which the qualified bidders will be invited for making a presentation before the Authority.</p> <p>22.3 The bid process will be taken forward even if only one bid is received in response to this RfP.</p> <p>22.4 The Authority shall award marks to each of the qualified</p>

	<p>bidders for their presentation and also reconfirm marks already awarded in the technical scores on the basis of expertise of the experts whose CVs were included in the Technical Proposal.</p> <p>22.5 The presentations can be made physically or electronically; the Authority will intimate the bidders closer to the presentation date.</p>
<b>23.Financial Proposal and overall evaluation</b>	<p>23.1 The Authority's evaluation committee shall open the Financial quotations only for those bidders who are 'Technically Qualified' on the basis of the scores given by the Authority.</p> <p>23.2 The overall score of the bidders will be a weighted average of their technical and financial scores as per the criteria specified in the Terms of Reference.</p>

#### **D. NEGOTIATIONS AND AWARD**

<b>24.Negotiations</b>	<p>24.1 The negotiations will be held after the Authority evaluates the proposals of the prospective bidders, with the successful bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder. Physical presence of all concerned during negotiations is preferred.</p> <p>24.2 The Authority shall prepare the contract on the basis of these negotiations. There shall be no separate minutes for negotiations.</p>
<b>a. Availability of Key Experts</b>	<p>24.3 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Bidder. In the same way the Authority can proceed to the next-ranked bidder, if needed.</p> <p>24.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	<p>24.5 The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Authority's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the</p>

		original scope of services under the ToR or the terms of the contract.
<b>25.Conclusion of Negotiations</b>	25.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Authority and the Bidder's authorized representative.
	25.2	If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so. The Authority will invite the next-ranked Bidder to negotiate the Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier negotiations.
	25.3	Once basic agreement is reached by the Authority and the successful bidder, the communication will be issued by the Authority to the bidder that the bidder has emerged successful or has been selected.
	25.4	Then the work order will be issued, after which work can commence.
<b>26.Award of Contract</b>	26.1	After signing of the contract with the Authority, the selected bidder shall submit Performance Bank Guarantee within 15 days of intimation from the Authority.
	26.2	The Authority shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants and take steps to return the EMD.
	26.3	The Consultant is expected to commence the assignment on the date of communication of the successful bidder and the issue of work order and not wait for the signing of the contract.
	26.4	In case negotiations fail after commencement of work, the payment for the work done will be made pro-rata as per the payment schedule specified.
<b>27.Performance Guarantee</b>	27.1	Within 15 days from the date of signing of contract, the successful Consultant company/ firm/ lead bidder shall furnish the Performance Guarantee of an amount equal to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.
	27.2	The selected Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months and to be kept

	<p>renewed and live during the entire duration of the work order.</p> <p>27.3 Refund of PG: The PG shall be refunded within 3 months from the date of successful completion of the assignment as evidenced from the date of last payment effected.</p> <p>27.4 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> <li>- When any terms and condition of the contract is breached.</li> <li>- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the work order.</li> </ul>
<b>28.Liquidated Damages</b>	<p>28.1 The time specified for delivery in the RfP shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.</p> <p>28.2 The selected bidder shall request in writing to the Authority giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.</p> <p>28.3 The Authority shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grant extension with or without liquidated damages. If the Authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service.</p> <p>28.4 It shall be at the discretion of the Authority to accept or not to accept the supply of services rendered by the Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Authority shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of services is not accepted, the payments may also be affected.</p> <p>28.5 Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.</p>

	<p>28.6 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p> <p>28.7 Extension of time about which the Authority has not responded in the negative, may be taken as granted, if the Consultant can prove that the Authority was made aware of such extension request.</p>
<b>29. Penalty Clause</b>	<p>29.1 The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except approved by the Authority in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.</p>

#### **E. OTHER TERMS AND CONDITIONS**

<b>30. Interpretation</b>	<p>30.1 Entire Agreement: The Contract constitutes the entire agreement between the Authority and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>30.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the Authority.</p> <p>30.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<b>31. Governing Law</b>	<p>31.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State / the Country (India) and under the jurisdiction of Madras High Court.</p>
<b>32. Force Majeure</b>	<p>32.1 Definition - For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as</p>

	<p>reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
32.2	<p><b>No breach of Agreement</b> - The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Consultant shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p>
32.3	<p><b>Measures to be taken</b></p> <ul style="list-style-type: none"> <li>• A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</li> <li>• A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</li> <li>• The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</li> </ul>
32.4	<p><b>Extension of time</b> - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a</p>

	<p>result of Force Majeure.</p> <p>32.5 <b>Consultation</b> - Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<b>33.Change Order and Contract Amendments</b>	<p>33.1 The Authority may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority's order. The rate-contract enclosed in the Section 3 Form 2 will be used to calculate the cost of the additional work/change request. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
<b>34.Termination Clauses</b>	<p>34.1 <b>Termination for default</b> - The Authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> <li>• If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority; or</li> <li>• If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</li> <li>• If the selected bidder, in the judgment of the Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contractor in breach of the Integrity and Avoidance of Conflict-of-Interest Pact.</li> <li>• If the selected bidder commits breach of any condition of the contract.</li> <li>• If the Authority terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.</li> </ul>

	<p>34.2 <b>Termination for Insolvency</b> - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p> <p>34.3 <b>Termination for Convenience</b> - The Authority, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, the Authority will pay for all the pending invoices as well as the work done till that date by the Consultant.</p> <p>34.4 <b>Termination by the Authority</b>- The Authority may, by not less than thirty (30) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> <li>• The Consultant fails to comply with any final decision reached as a result of arbitration proceedings or</li> <li>• The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false</li> <li>• Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or</li> <li>• As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.</li> </ul> <p>34.5 <b>Termination by Consultant</b> - The Consultant may, by not less than three (03) month written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> <li>• As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> <li>• The Authority fails to comply with any final decision reached as a result of arbitration.</li> </ul> <p>34.6 <b>Payment upon Termination</b> - Upon termination of this Agreement all pending payments due till the date of the</p>
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	<p>termination of the contract will be made by the Authority to the Consultant within 60 days of the contract termination.</p> <p>34.7 <b>Suspension</b> - The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>34.8 <b>Cessation of rights and obligations</b> - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> <li>• such rights and obligations as may have accrued on the date of termination or expiration.</li> <li>• the obligation of confidentiality set forth in RfP.</li> </ul>
<b>35.Cessation of Services</b>	<p>35.1 Upon termination of this Agreement by notice of either Party to the other the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>35.2 In case of termination of agreement by the Authority, it may appoint another consultant from amongst the remaining shortlisted bidders during the proposal validity for the completion of the work.</p>
<b>36.Disputes Resolution</b>	<p>36.1 <b>Amicable Settlement</b> - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>36.2 <b>Arbitration</b> - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996.The</p>

	<p>arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<b>37.Disqualification</b>	<p>37.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> <li>• Not submitted in accordance with this document.</li> <li>• During validity of the bid or its extended period, if any, the bidder increases his quoted prices.</li> <li>• During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</li> <li>• Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.</li> <li>• Bid received after due date and time.</li> <li>• Bidder submits conditional bids.</li> <li>• Bidder indulges in canvassing in any form to win the contract.</li> <li>• Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.</li> </ul>

## F.DATA SHEET

A. General															
ITB Clause															
2.1	<p><b>Name of the Tender Inviting Authority:</b> The Additional State Project Director-1, Asst. Director/ Dy. Director, Samagra Shiksha, School Education Department, Government of Tamil Nadu.</p> <p><b>Name of the Tender Accepting Authority:</b> The State Project Director, Samagra Shiksha, Education Department, Government of Tamil Nadu.</p> <p><b>Address:</b> Samagra Shiksha Office, DPI Campus, College Road, Nungambakkam, Chennai, Tamil Nadu – 600006. Phone: 044-28278068. E-Mail: <a href="mailto:spd.ssatn@gmail.com">spd.ssatn@gmail.com</a> Website: <a href="http://www.tnschools.gov.in">www.tnschools.gov.in</a></p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS) with technical component and financial component in the ratio of 60:40.</p>														
2.2	<p><b>The name of the assignment is:</b> Selection of payment gateway service provider to integrate with the Tamil Nadu Samagra Shiksha Portal</p> <p><b>Rfp Date:</b> 20.06.2022.</p>														
2.5	No consortium is permitted.														
2.6	<p><b>Pre-Qualification</b> criteria for all bidders is as follows:</p> <table border="1"> <tr> <th></th><th></th></tr> <tr> <td>1</td><td>The Bidders should be registered as a company/ LLP in India as per Company Act/ LLP Act.</td></tr> <tr> <td>2</td><td>The Bidder(s) should have a minimum average turnover of at least Rs.50 crore (audited) in each of the previous three financial years (FY 18-19, FY 19- 20, FY 20-21).</td></tr> <tr> <td>3</td><td>The Bidder should have on the date of publication of this RfP provided/ be providing electronic payment solutions to at least 20 clients in India, of which at least ten should be Government clients.</td></tr> <tr> <td>4</td><td>Bidder should be in E-Payment Aggregation Services provider authorised by Reserve Bank of India (RBI) on or before 20-May-2018.</td></tr> <tr> <td>5</td><td>Bidder should have tie up with at least 40 Banks of which minimum 10 banks should be Public Sector / Nationalized Banks for Net Banking, Credit card &amp; Debit card transactions.</td></tr> <tr> <td>6</td><td>           Bidder should be able to provide Payment Gateway services covering acceptance of:           <ul style="list-style-type: none"> <li>• Credit Cards [Visa, Master Card/ Maestro, Amex, Diners, etc.]</li> </ul> </td></tr> </table>			1	The Bidders should be registered as a company/ LLP in India as per Company Act/ LLP Act.	2	The Bidder(s) should have a minimum average turnover of at least Rs.50 crore (audited) in each of the previous three financial years (FY 18-19, FY 19- 20, FY 20-21).	3	The Bidder should have on the date of publication of this RfP provided/ be providing electronic payment solutions to at least 20 clients in India, of which at least ten should be Government clients.	4	Bidder should be in E-Payment Aggregation Services provider authorised by Reserve Bank of India (RBI) on or before 20-May-2018.	5	Bidder should have tie up with at least 40 Banks of which minimum 10 banks should be Public Sector / Nationalized Banks for Net Banking, Credit card & Debit card transactions.	6	Bidder should be able to provide Payment Gateway services covering acceptance of: <ul style="list-style-type: none"> <li>• Credit Cards [Visa, Master Card/ Maestro, Amex, Diners, etc.]</li> </ul>
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	<ul style="list-style-type: none"> <li>• Debit Cards [Visa/ Master/Maestro/Rupay, etc.]</li> <li>• Internet Banking accessed through Mobile &amp; Internet.</li> <li>• Prepaid Cards / M-Wallets</li> <li>• IMPS payment option on internet.</li> <li>• Digital Payment through UPI, USSD, Aadhaar Pay (AEPS), IMPS, including BHIM App.</li> </ul>
7	The bidder should have at least one globally accepted certification for information security like VeriSign, etc.
8	The bidder shall be certified for PCI DSS (Payment Card Industry Data Security Standard) company and shall have ISO 27001 certification for Information.
9	Security Management: The bidder shall also ensure data is stored within the country and meets the data localization norms.
10	<p>The bidder should submit the self-certificate to the effect that Bidder should not use the Donors personal details in Credit/Debit cards, Net banking Accounts, e-wallets, AEPS, POS, etc., details like Card Number, Secret key, etc., for any other purpose.</p> <p>The Bidder should also submit an Undertaking that in case of any leakage misuse/hacking of these details of the donors, the bidder will be solely held responsible and shall indemnify TN SAMAGRA SHIKSHA against all claims, losses etc. Necessary Legal action will be initiated against the Bidder by TN SAMAGRA SHIKSHA in consultation with RBI.</p>
11	Firm should have not been blacklisted at any time by the Government/ Government agency/ Banks/ Financial Institutions in India.
12	Whether Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One lakh only) in the form of DD/ Bank Guarantee/ NEFT transfer in favor of – Tamilnadu Mission for Education for All – Samagra Shiksha.
<b>2.7</b>	5 years; however the extension of the contract from Year 1 to 2; 2 to 3; and so on; will take place annually based on performance of the bidder.
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	English language.
<b>10.1, 14.1, 14.2</b>	<p><b>The Proposal shall comprise the following:</b></p> <ol style="list-style-type: none"> <li>(1) Compliance sheet to prequalification criteria (Form Pre-Qual-1)</li> <li>(2) Supporting documents for pre-qualification criteria if any</li> <li>(3) General Power of Attorney to sign the Proposal.</li> <li>(4) TECH-1</li> <li>(5) TECH-2</li> <li>(6) TECH-3</li> <li>(7) TECH-4</li> <li>(8) TECH-5</li> <li>(9) Earnest Money Deposit/ Bid Security.</li> <li>(10) FIN-1</li> </ol>

	(11) FIN-2
<b>11.6</b>	<p><b>Earnest Money Deposit:</b> The EMD shall be for Rs.1,00,000/- (Rupees One lakh only)</p> <p>In the form of DD in favor of – “Tamil Nadu State Mission of Education for All - Samagra Shiksha”</p> <p>(or)</p> <p>In the form of NEFT:</p> <p>Bank Name: Indian Overseas Bank  Account Name: Sarva Shiksha Abhiyan  Bank A/c No: 142301000011212  Bank Branch: College Road, Chennai – 600006.  IFSC code: IOBA0001423.</p>
<b>12.1</b>	<b>Proposals must remain valid for</b> 120 days after the Bid Due Date (BDD).
<b>15.1</b>	<b>Pre-bid Meeting:</b> 19.07.2022;12:00 PM. Online Pre-bid Meeting link can be obtained from the official website 18.07.2022
<b>C. Submission, Opening and Evaluation</b>	
<b>16.4</b>	<b>The Bidder must submit:</b> (a) <b>Technical Proposal</b> (b) <b>Financial Proposal</b>
<b>17.3</b>	<b>Bid Due Date:</b> 10.08.2022, 2:00 PM
<b>20.1</b>	<b>Bid Opening Date:</b> 10.08.2022, 3:00 PM
<b>21.1</b>	Point system for the evaluation of the Full Technical Proposals is as shown in the ToR.

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## Section 2. Technical Proposal – Standard Forms

FORM	DESCRIPTION
PRE-QUAL-1	Compliance sheet to Prequalification Criteria
TECH-1	Technical Proposal Submission Form
Power of Attorney	A General Power of Attorney for the authorized representative of Firm
TECH-2	Bidder's Organization.
TECH-3	Bidder's Experiences
TECH-4	Description of Approach and Work Plan for performing the assignment
TECH-5	Team Composition and Task Assignment / Jobs
Appendix-I	EMD and Bank Guarantee
Appendix-IA	Details of EMD
Appendix-II	General Power of Attorney Format for Authorised Signatory
Appendix-III	Standard Form of Contract for Consultant
Appendix-IV	Instructions to Bidders for using e- bid portal (Based on inputs from e-bid portal)
Appendix-V	Integrity and Avoidance of Conflict-of-Interest Pact

The bidders may note that their submissions should be arranged appropriately and pages numbered continuously by hand or electronically before it is uploaded as one document. The accuracy and non-repetitive page numbering are crucial in helping the Authority to navigate through the documents easily. If the pages are not numbered and noted correctly in the forms in the submissions, the Authority is not responsible if some detail of relevance is missed while evaluating the submission.

**FORM PRE-QUAL-1**  
**COMPLIANCE SHEET FORMAT**  
 (TO BE INCLUDED IN THE PRE- QUALIFICATION ENVELOPE)

**This form should be submitted as the top sheet in the pre-qualification envelope. This form has to be filled and all pages have to be serially numbered (1, 2, 3 and so on; bids numbered as sections –A, B, C etc. will be rejected). If any bid is received in an un-bound form, Samagra Shiksha may at its sole discretion reject such bids.**

Sl. No.	Pre-Qualification (PQ) Criteria	Documentary Proof to be submitted	Proof Submitted	Pg. No.	Complied (Yes/ No)
1	The Bidders should be registered as a company/ LLP in India as per Company Act/ LLP Act.	Copy of the Certificate of Incorporation issued by the Registrar of Companies/ MCA is to be submitted.			
2	The Bidder(s) should have a minimum average turnover of at least Rs. 50 crore (audited) in each of the previous three financial years (FY 18-19, FY 19- 20, FY 20-21).	The audited balance sheet and profit & loss statement for the period.	FY 18-19		
			FY 19-20		
			FY 20-21		
3	The Bidder should have on the date of publication of this RfP provided/ be providing electronic payment solutions to at least 20 clients in India, of which at least ten should be Government clients.	Copy of Work Orders and last invoice raised and paid by the client.  The work order date of the 20 projects should be on or before 20-May-2019.	<b>WO 1:</b>		
			<b>WO 2:</b>		
			<b>WO 3:</b>		
			<b>WO 4:</b>		
			<b>WO 5:</b> <b>Add more rows as required</b>		
4	Bidder should be in E-Payment Aggregation Services provider authorised by Reserve Bank of India (RBI) on or before	Copy of the RBI authorisation should be submitted.			

Sl. No.	Pre-Qualification (PQ) Criteria	Documentary Proof to be submitted	Proof Submitted					Pg. No.	Complied (Yes/ No)
	20-May-2018.								
5	Bidder should have tie up with at least 40 Banks of which minimum 10 banks should be Public Sector / Nationalized Banks for Net Banking, Credit card & Debit card transactions.	Proof for having tie up with Nationalised Banks for Net Banking, Credit card & Debit card transactions should be submitted.	Name of Bank	Whether Nationalised (Yes/ No)	Net Banking Tie-up	Credit Card Tie-up	Debit Card Tie-up		
6	<p>Bidder should be able to provide Payment Gateway services covering acceptance of:</p> <ul style="list-style-type: none"> <li>• Credit Cards [Visa, Master Card/ Maestro, Amex, Diners etc.]</li> <li>• Debit Cards [Visa/ Master/Maestro/ Rupay etc.]</li> <li>• Internet Banking accessed through Mobile &amp; Internet.</li> <li>• Prepaid Cards / M-Wallets.</li> <li>• IMPS payment option on internet.</li> <li>• Digital Payment through UPI, USSD, Aadhaar Pay (AEPS), IMPS, including</li> </ul>	Work orders with proof of services provided.							



Sl. No.	Pre-Qualification (PQ) Criteria	Documentary Proof to be submitted	Proof Submitted	Pg. No.	Complied (Yes/ No)
	BHIM App.				
7	The bidder should have at least one globally accepted certification for information security like VeriSign, etc.	Proof to be provided.			
8	The bidder shall be certified for PCI DSS (Payment Card Industry Data Security Standard) company and shall have ISO 27001 certification for Information	Required proof should be enclosed			
9	<b>Security Management:</b> The bidder shall also ensure data is stored within the country and meets the data localization norms.	Required proof should be enclosed.			
10	The bidder should submit the self-certificate to the effect that Bidder should not use the Donors personal details in Credit/Debit cards, Net banking Accounts, e- wallets, AEPS, POS etc details like Card Number, Secret key etc for any other purpose. The Bidder should also submit an Undertaking that in case of any leakage misuse/hacking of these details of the donors, the bidder will be solely held responsible and shall indemnify TN SAMAGRA	Self-Certificate to be provided.			

Sl. No.	Pre-Qualification (PQ) Criteria	Documentary Proof to be submitted	Proof Submitted	Pg. No.	Complied (Yes/ No)
	SHIKSHA against all claims, loses etc. Necessary Legal action will be initiated against the Bidder by TN SAMAGRA SHIKSHA in consultation with RBI				
11	Firm should have not been blacklisted at any time by the Government/ Government agency/ Banks/ Financial Institutions in India.	Self-declaration on the respective letter heads to be provided.			
12	Whether Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One lakh only) in the form of DD/ Bank Guarantee/ NEFT transfer in favor of – Tamilnadu Mission for Education for All – Samagra Shiksha.	Print out of proof of payment. Specifically highlight the transaction reference number and the date of transfer of funds.			

Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified in case of following conditions:

- 1 The Bidder is in litigation with any Government entity.
- 2 The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre & Technical qualification requirements.
- 3 The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
- 4 Self-Certification should be enclosed by the bidder to ensure free from the above negative lists.

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**FORM TECH-  
TECHNICAL PROPOSAL SUBMISSION FORM  
(LETTER HEAD)**

[Location, Date]

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

Dear Madam/Sir,

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

We, the undersigned, offer to provide the services of providing Digital Content Script & Video Reviews with Related Training in accordance with your Request for Proposals (RfP) <RfP No.> dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RfP]: "We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal (separately), as specified in the RfP document". We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with Bid Validity Period].
- c) We have no conflict of interest in accordance with the RfP <No.> terms.
- d) We meet the eligibility requirements as stated in RfP <No.>
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our proposal is accepted and the contract is signed, to initiate the Services related to the assignment no later than the date finalized by the State of Tamil Nadu upon award of contract.

Yours sincerely,

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

Full name: {insert full name of authorized representative}

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

Address: {insert the authorized representative's address}

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

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

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

Sl. No.	Particulars	Documents to be provided
1.	<b>Details of the Bidder (Firm)</b>	
	<b>Name</b>	
	<b>Address</b>	
	<b>Telephone</b>	
	<b>Email</b>	
	<b>Website</b>	
2.	<b>Details of Authorized person</b>	Please provide the General Power of Attorney or Board resolution showing that the name provided is the authorised signatory.
a.	<b>Name</b>	
b.	<b>Address</b>	
c.	<b>Telephone/Email</b>	
3.	<b>Registration Details</b>	
a.	<b>Date of Incorporation of Firm</b>	Copy of Incorporation Certificate to be provided
b.	<b>PAN and GST number</b>	Copy of PAN & GST
4.	<b>Company Profile</b>	Attach as separate sheet if required.

## FORM TECH-3 BIDDER'S EXPERIENCE

Form TECH-3: a brief description of the Bidder's recent experience that is most relevant to the assignment.

- Exhibit projects with a copy of proof of experience as per the required evaluation criteria.
- The proof of relevant work experience may include – Work Order/ Engagement Letter/ Contract Agreement / Master Service Agreement and Client Satisfactory Work certificate / Completion Certificate from the client.
- The supporting documents furnished by the firm as proof of experience should clearly cover the key aspects (e.g., contract value, start/end date/ scope, etc.,) as per the prescribed evaluation criteria.

### 1. Financial Strength of Firm:

Sl. No.	Year	Turnover (Rs. in crore)	Proof at Page. No.
1	FY 18-19		
2	FY 19-20		
3	FY 20-21		

### 2. Period for which bidder has been providing Electronic Payment Solutions in India

Sl. No.	Year of commencement of providing services [1]	Whether continuing to provide as on date of issue of RfP also? [2]	Total years for which services have been provided [3 = 2 - 1]	Provide Work Orders showing proof that work has been carried out in each of the years shown in Column [3]
1				

### 3. Period for which bidder has been providing Electronic Payment Solutions in India

Sl. No.	Year of Project [1]	Name of organisation [2]	Whether Government Organisation [3]	Whether TN Government Organisation [4]	Work Order Attached Page Number [5]
1					

**4. Clients the Bidder is servicing for at least 3 years and continues to service on date of tender**

Sl. No.	Name of Client	Financial Year when client was signed up	Whether client continue to be client on date of tender publication (Yes/ No)
1			
2			
3			

Bidder will provide the list of clients for the purpose of scoring. If required, SS will reach out to the Bidder and randomly seek up to 5 Work Orders and proof of receipt of payments – after submission of technical bid, but before opening of financial bids. Bidders will be given 3 days to submit the same from the date of making such a request.

**5. Attach CV of Project Lead – for Trouble shooting and Grievance Redressal**

<b>Proposed Position</b>				
<b>Name of Firm</b>				
<b>Name of Expert</b>				
<b>Date of Birth</b>		<b>Citizenship</b>		
<b>Education</b>	<b>Institute, Location</b>	<b>Year of Passing</b>	<b>Degree / Diploma</b>	
<b>Membership in Professional Associations</b>				
<b>Other Training</b>				
<b>Countries of Work Experience</b>				
<b>Languages</b>	<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
<b>Brief Profile</b>				
<b>Employment Record</b>				
	From:	To:		
	Employer:			
	Position Held:			
<b>Detailed Tasks</b>	<b>Work undertaken that best illustrates capability to handle the</b>			

<b>Assigned</b>	<b>tasks assigned</b>			
<i>Each such project will get points as per the table shown. Add more rows as required.</i>	<b>Name of assignment:</b> <b>Year:</b> <b>Location:</b> <b>Client:</b> <b>Main project features:</b> <b>Positions held:</b> <b>Activities performed:</b>			
<b>CERTIFICATION</b>				
I, the undersigned, hereby certify that the above facts are true and correct to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Signature of expert or authorized representative of the firm:		<b>Date:</b> Day/Month/Year		

**Firm's Name:**

**Authorized Signature:**

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## FORM TECH-4

### DESCRIPTION OF APPROACH AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach and work plan are key components of the Technical Proposal. The Bidders will present their Technical Proposal (items A, B and C below) in no more than 5 single-sided printed sheets (A-4 size, minimum 10 font size). The page count does not include the Forms.

- A. Technical Approach and Methodology,
- B. Work Plan, and
- C. Organization and Staffing,

**A. Technical Approach and Methodology:** In this section, the firm should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities. The firm should highlight any challenges anticipated in delivering a programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirements of the assignment.

**B. Work Plan:** In this section, the firm should describe the overall work plan for the activities of the assignment and a detailed work plan for various phases of the assignment. The work plan must specifically highlight the testing phase, go-live dates.

**C. Organization and Staffing:** In this section, the firm should provide the profiles of the team members that will be involved in this project, their educational qualifications, their total years of experience, their years of experience with the firm, their competency areas, and their role on this project.



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### **Section 3. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1.

FIN-1      Financial Proposal Submission Form  
FIN-2      Breakdown of Remuneration

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**FORM FIN-  
FINANCIAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To

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

Dear Sir/ Madam,

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

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date]. Our attached Financial Proposal is as per Form FIN – 2 for undertaking the assignment as per the Terms & Conditions enclosed.

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

**FORM FIN-  
SUMMARY OF COSTS**

Sl.	Payment Methods	Platform Fees per Transaction [1]	Weightage [2]	Weighted Platform Fees per Transaction [1 X 2]
1	Debit Cards more than Rs.2,000/-		8%	
2	Debit Cards less or equal to Rs.2,000/-		2%	
3	Rupay Debit Card		2%	
4	UPI more than Rs.2,000/-		8%	
5	UPI less or equal to Rs.2,000/-		2%	
6	Credit cards (Visa/ Master/ Rupay)		5%	
7	Net Banking		70%	
8	e-Wallets		3%	
9	Total (%)		<b>100%</b>	<b>A:</b>
10	Any other charges e.g. Platform fee, Technology fee, Human Resource Cost, etc.			
10.1	<Please specify the nature of Charge 1; whether one time or recurring; whether % of transaction or fixed fee>			
10.2	<Please specify the nature of Charge 1; whether one time or recurring; whether % of transaction or fixed fee>			
10.3	<Please specify the nature of Charge 1; whether one time or recurring; whether % of transaction or fixed fee>			
11	TOTAL			<b>B:</b>

Signature:

Name & Designation of Signatory:

Note:

1. The Authority reserves the right to seek clarifications in case variations in the above rate, over the various categories, are beyond explicable limits.

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## Section 4. Terms of Reference

### Overview

#### 1. TN Samagra Shiksha: WEB Portal

Samagra Shiksha is building an integrated online system where it is going to consolidate incoming contributions from interested donors and well-wishers. It is expected that Rs 600 crore will be transacted through the solution over a period of 1 year. A similar amount can be expected each year thereafter. However, this value may vary based on the success of the various programs that are being initiated/ in place.

The Payment Gateway Service Provider to be selected in the Tender (hereinafter called as "PGSP") should integrate the Payment gateway system with the Web Portal to enable multiple ticketing channel like e-Ticketing, Mobile ticketing, Mobile App, API & e-seva centres, etc., through effective coordination with the Web Portal Operating Agency and TN Samagra Shiksha.

#### 2. PGSP should integrate the following e-payments in WEB PORTAL as per TN Samagra Shiksha requirement.

- a) Online Payment Gateway Services: Should allow users/consumers to make payments using any Credit Cards [Visa, Master Card/ Maestro, Amex & Diners].
- b) Debit Cards [Visa/ Master/ Maestro/ Rupay]
- c) Internet Banking to be accessed to all net banking. Inter Banking based debit to Bank accounts, covering at least 20 Banks of which a minimum Ten (10) should be Public Sector / Nationalized Banks.
- d) Cash Cards/ Prepaid Cards / Wallets.
- e) IMPS payment option on internet.
- f) Digital Payment through UPI, USSD, Aadhaar Pay, including BHIM App

#### 3. The PGSP should tie up with Credit Card & Debit card Payment Gateway(s) and respectively with related Nationalised banks for offering the above facilities.

#### 4. Bidder as a payment gateway aggregator is required to provide the above services to facilitate electronic payment services. Bidder should directly have tie ups with Credit Card Payment Gateway (s) and respectively with related banks for offering the above facilities. In terms of these arrangements the Bidder's role is to maintain tie-ups, create interface with various Banks and manage the entire

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backend operations of such services. These include entering into agreements with banks /movement of data and reconciliation of such data against payments.

5. TN SAMAGRA SHIKSHA should be enabled to aggregate the payments with reconciled information. Date wise month wise transaction summary online reports in hard & soft copies (both non editable & editable) should be provided.
6. All the customer transactions must be in Indian rupees only and should handle online refund facilities for failure/cancellation of transactions.
7. Facility to interface to view status and reports to know the pending cases issue wise/bank wise along with date of transaction, date of reporting, etc. to be created.
8. Option to track status of any such transaction and Interface for updating action taken by different units and also can track status.
9. Effective Refund control system like duplicate record removal, and refund not exceeding donation value, not settled to TN SAMAGRA SHIKSHA, etc., to be provided.
10. Payment Gateway Reconciliation for each transaction, refund, partial refund, error refund, management (manual) refund should be carried out.
11. Facility for settlement automatically and refund checking procedure should be created as per TN SAMAGRA SHIKSHA rules.
12. Donors details for failed transaction like timings, reasons, etc., to be furnished.
13. The PGSP should transfer the amount (in Indian rupees only) to the designated Bank account of TN SAMAGRA SHIKSHA within T+1 working days (excluding Bank Holidays) where T = Transaction date. Otherwise, penalty will be levied.
14. The amount due and approved refund amount to donors in case of cancellations should be transferred to the respective Bank account of Donors within 3 (three) bank working days from TN SAMAGRA SHIKSHA approval. Otherwise penalty equal to five times the service charge for that particular transaction will be levied.
15. The amount for failed transactions also should be transferred within three bank workings from date of booking. Otherwise penalty equal to five times the service charge for that particular transaction will be levied.

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16. At any case, the PGSP should not make refund to donors, exceeding the actual collected amount from donors.
  17. At any case, the PGSP should not make refund to donors/account, who had not done the transaction on the Web Portal of TN SAMAGRA SHIKSHA.
  18. Enable/ Disable VISA & Master Credit / Debit cards option for new & existing cards.
  19. Success, refund, failed transactions should be informed to the donors through SMS/e-mails.
  20. The PGSP should ensure that there should be no revenue leakage to TN SAMAGRA SHIKSHA in any form, at any point of time and also take the full responsibility for all the transactions.
  21. The PGSP should support for other booking mode like Automatic Teller Machines (ATM), POS machines, Short Message Service (SMS), Interactive Voice Response system (IVRS), Private agency, Self Help Groups (SHG), e-seva Centres, APIs, Internet café, Post Office private -Kiosks, telephone and any other modes to be developed in future base on demand as per TN SAMAGRA SHIKSHA directions.
  22. The PGSP should create an exclusive customer interface for monitoring the transactions as per the directions of TN SAMAGRA SHIKSHA from time to time.
  23. Payment Gateway transactions should incorporate a strong & latest SSL encryption with real time authorisation and capture of transactions. Both domestic and international credit cards should be supported.
  24. Payment transactions should use secure servers that encrypt all Credit Card/ Banking/ Personal information. These servers should operate behind Security firewalls to ensure maximum protection of the customer's information and use of industry-standard SSL (Standard Sockets Layer) Technology, for this data encryption.
  25. Payment Gateway should give access to multiple Banks and Credit Card interfaces to reduce the time and effort required to tie up directly with the Banks or Credit Card Gateway.
  26. Necessary Data for conducting Information System Audit (ISA) should be given as per directions of TN SAMAGRA SHIKSHA.
  27. Customers should be able to log on to the WEB PORTAL and access the Payment Gateway facilities to make donations real-time. The

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- Customer should be able to view his payment amount at the website and then proceed to make the payment.
28. Upon successful completion of the transaction process, the customers should be guided to an Online Payments page where he is presented with option of making a Direct Online Payment using a Credit Card or a Debit Card / Bank Gateway service.
  29. Customer should select preferred option of making the payment (i.e. through the Credit Gateway where they need to use a VISA/ MasterCard/ American Express Credit Card or the Debit Gateway where they need to use acceptable debit cards or Net Banking accounts).
  30. If the customer chooses the Net Banking facility, then it should open up access to the relevant bank, where the customer enters the validation details.
  31. If the customer chooses the Credit Card mode of payment, then it should open up the Credit Card Gateway section, where they enter the required validation details.
  32. In case of the customer choose the Debit mode of payment, then it should open up the Debit Payment Gateway section of the relevant Bank where they enter the requisite validation details.
  33. On successful validation, the Customer's account is checked for balance availability and the transaction is either successfully processed or rejected. The customers should be intimated of the same instantly and an electronic acknowledgement should be displayed which will display his payment confirmation number. Simultaneously data should be transmitted electronically to TN SAMAGRA SHIKSHA intimating the success/failure of the transaction.
  34. The amount collected from the successful transactions will be pooled into the designated collection account of TN SAMAGRA SHIKSHA maintained with the identified bank.
  35. In case of Cancellation, the eligible amount will be transferred/refunded from TN SAMAGRA SHIKSHA Account to account within the timeline as indicated by TN SAMAGRA SHIKSHA, through Online.
  36. PGSP should reconcile the accounts collected against the Payment Instructions issued and provide consolidated Payment Information to TN SAMAGRA SHIKSHA in a format/ frequency desired by TN SAMAGRA SHIKSHA.
  37. A minimum uptime of 99.99% should be guaranteed.

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38. The service charges to PGSP will be paid as per the finalised rate on quarterly basis.
  39. The Contract period will be for 5 years from the date of signing of Contract between TN SAMAGRA SHIKSHA and the PGSP.
  40. If RBI / State Government / Central Government give any benefits and discounts/reduction or waiver of service charges for Payment Gateway through any transactions, the PGSP should inform and pass the same benefits to TN SAMAGRA SHIKSHA immediately.
  41. The Bidder should support with Mobile-kit for integration of mobile application of Various operating system such as Android, Windows, Blackberry, IOS, etc., and as per the requirement from time to time.
  42. The Bidder should deploy one exclusive Technical person for Transaction Reconciliation, analysis in XLS, Report Generation etc at TN SAMAGRA SHIKSHA Headquarters for TN SAMAGRA SHIKSHA working days with required software.
  43. The PGSP should get acknowledgement from Cash section at TN SAMAGRA SHIKSHA Headquarters, for ensuring the Payment settlement to TN SAMAGRA SHIKSHA authorised Bank Account on daily basis and the consolidated reports should be furnished to TN SAMAGRA SHIKSHA along with payment Bills.
  44. The PGSP should maintain all the confidential data related with Credit/Debit card of donors & also for e-wallets, POS, UPI, AEPS, etc., as per the Standards laid down by the Payment Card Industry-Data Security Standards (PCI-DSS) and also as per RBI Rules. The PGSP should also ensure compliance with all regulations that may be applicable from time to time. Any breach to this shall be levied with penalties.
  45. If any Legal cases/Cyber crime arises related with lapses in security like theft of Identity or information of Personal bank accounts data in any ways. The data/information as required by TN SAMAGRA SHIKSHA to be furnished and the entire cost for court case and court awards/verdicts etc. if any will borne by PGSP only. TN SAMAGRA SHIKSHA is not liable to meet any such expenses towards court cases.
  46. Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CCV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.



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47. The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.

#### **A. Solution Requirement**

1. Bidder should undertake comprehensive study on the services provided by TN SAMAGRA SHIKSHA and develop backend integration for various modules.
2. Bidder should create an exclusive customer interface for monitoring the transactions as per the directions of TN SAMAGRA SHIKSHA from time to time.
3. Bidder should permit TN SAMAGRA SHIKSHA to access the transaction data from Cloud DC/ DRC.
4. Bidder should be able to demonstrate the availability of a disaster recovery site which the proposed solution will be utilized for.
5. Bidder should develop and customize the solution as per the requirements.
6. Payment Gateway transactions should incorporate a strong & latest SSL encryption with real time authorization and capture of transactions. Both domestic and international credit cards should be supported.
7. Payment transactions should use secure servers that encrypt all Credit Card/ Banking/Personal information. These servers should operate behind Security firewalls to ensure maximum protection of the customer's information and use of industry-standard SSL (Standard Sockets Layer) Technology, for this data encryption.
8. Payment Gateway should give access to multiple Banks and Credit Card interfaces to reduce the time and effort required to tie up directly with the Banks or Credit Card Gateway.

#### **B. Payment Gateway Functionality**

9. The Consumer logs into and accesses the Payment Gateway facilities to pay online, real-time. The Consumer can view his payment amount at the website and then proceed to make the payment.
10. Upon successful completion of the process the consumer is then guided to Online Payments page where he/she is presented with option of making an Online Payment using a Credit Card or a Debit Card / Bank Gateway service/ Cash Card gateway, etc.

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11. The consumer then selects his preferred option of making the payment (i.e. through the Credit Card / Debit Card /Net Banking / Cash Cards, Wallets).
  12. If the consumer chooses the Credit/Debit Card mode of payment, then it will open up the relevant Card Gateway section, where he enters the required validation details (card number, expiry date, verification number etc)
  13. In case the consumer chooses the Net Banking Mode of payment, then it will open up the gateway section of the relevant bank where he enters the requisite validation details (Net banking User ID and Password etc).
  14. In case the consumer chooses the Prepaid card payment, then it will open up the gateway section of the relevant prepaid card provider where he enters the requisite validation details (Card User ID and Password etc)
  15. On successful validation, the Consumer's account is checked for balance availability and the transaction is either successfully processed or rejected. The consumer is intimated of the same instantly and an electronic acknowledgement is displayed which will display his payment confirmation number. Simultaneously data is transmitted electronically to TN SAMAGRA SHIKSHA intimating the success/failure of the transaction.
  16. The amount collected from the successful transactions will be pooled into the designated collection account of TN SAMAGRA SHIKSHA maintained with the identified bank.
  17. Bidder should reconcile the amount collected against the payment transactions conducted by the consumers and provide consolidated payment information to TN SAMAGRA SHIKSHA in a format / frequency desired by TN SAMAGRA SHIKSHA
  18. In case of cancellation, failure transaction and any issues etc, the eligible amount to be transferred/refunded from TN SAMAGRA SHIKSHA Account to account.
  19. The system should generate single FT number for each OB number only. The system should provide the dashboard as per the TN SAMAGRA SHIKSHA requirement.

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### **C. Additional Deliverables:**

Dashboard to TN SAMAGRA SHIKSHA to view the following (Graphical View)

- 1) Payment analytics Total amount received
  - a) Successful transactions- each payment method wise (credit/debit/net banking/ wallet) etc.
  - b) Mode used- desktop/mobile/ipad
  - c) Bank wise Booking History
  - d) Success rate
  - e) Complete transaction details (trans id, date, time, name, amount, status)
  - f) Failure transaction details (error details: failure reason, no. of failure, failure %) - payment method wise
- 2) Refund analytics:
  - g) Total refund for cancellation or failure: in progress refunds, successful refund, failed refund
- 3) Net banking downtime identification in the dashboard- notification to customer while he/she selects the payment option.
- 4) Card issuer downtime identification in the dashboard-notification customer while he/ she selects the payment option.
- 5) Card issuer downtime identification in the dashboard-intimation to customer to use alternative mode in case of downtime of and bank

### **D. Additional features:**

- 6) Dynamic Switching: Dynamically choose the best gateway for every transaction to maximize the conversion rates.
- 7) Retry and recommendation framework- when transaction fails, display reason for failure/error with the recommended option to complete booking process. (Error mapping with recommendation).
- 8) Shall assist in all mode of transactions.
- 9) Auto emails on bounced/dropped/failed transactions.
- 10) Auto refund for bounced/dropped/failed transactions or retry option Wallets.

### **E. Help Desk Facility:**

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- 1) The PGSP should create and operate a full-fledged Help Desk facility at Chennai to address all Payment Gateway related enquiry from Donors. The language will be in Tamil & English with two Telephone line facility and the Telephone bills and all cost for operating the Help desk should be borne by the PGSP only.
  - 2) The Help Desk facility has to be established and operated at Chennai only with 24x 7 support with deployment of 2 persons per shift with required hardware, software, infrastructure and all other required resources, duly complying with all safety measures.
  - 3) All the expenditure for establishing and running the call center shall be borne by PGSP.
  - 4) Attending to calls and providing information required by them over phone in a polite way and approach.
  - 5) Attending to mails and providing information required by callers through mails. Registering the grievances / suggestions received from the donors through phone calls and mails, and forwarding them to concerned officials for necessary action, receive action taken report from them and inform the customer about the action taken by TN SAMAGRA SHIKSHA.
  - 6) All grievances/suggestions received from customers through calls/mails should get a unique transaction ID number for tracking. This ID number should be unique, and not to be changed or repeated. Arranging refund related enquiry for e-ticket, mobile ticket, Mobile app, API, etc., failure transactions for payment gateways and other cases after getting information from TN SAMAGRA SHIKSHA.
  - 7) Generating daily/weekly/fortnightly/monthly/yearly reports pertaining to Call Centre, as required by TN SAMAGRA SHIKSHA. Maintaining registers, viz., daily call summary reports, breakdown/accidents, ticket refunds, call connections, etc. Carrying out all other relevant activities for running the Call Centre successfully.
  - 8) The PGSP should create and operate SMS facility and SMS should be send to all Donors for all booking transaction, cancellation, success and failed transaction, boarding point changes during festival operations etc through SMS in English and Tamil and the entire cost for SMS facility should be borne by the PGSP only.

**F. Post Contract Scenario:**

- 1) On completion of 5 years contract period, the PGSP should continue the facility of refund the pending amounts to Donors until all such

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refunds are made. TN SAMAGRA SHIKSHA will not make any additional service charges to PGSP for this compulsory refund facility to all Donors.

- 2) If required, TN SAMAGRA SHIKSHA will decide on extension of contract period based on the performance & need, on mutually agreed basis after negotiation. The decision for contract period extension or going for new open tender through PTCS shall start before 6 months from contract end period by TN SAMAGRA SHIKSHA.

## G. Proposal Evaluation

Sl. No.	Evaluation Criteria	Max. Points	Criteria for Awarding Points
1	<b>Financial Strength:</b> Audited Annual Turnover certified by Statutory Auditor to be attached.	10	Average turnover in last three financial year: a) 51-100 Crore:1 point b) 101 – 150 crore: 3 points c) 151-200: 5 points d) 201-250: 6 points e) 251-300: 8 points f) > 300 crore - 10 points
2	<b>Tenure:</b> How many years has the Bidder been providing electronic payment solutions in India	10	No. of years providing this service: a) < 3 year – 0 b) 1 – 3 years – 4 c) 3 – 10 years – 6 d) >10 years – 10
3	<b>Relevant Experience: Over the last 10 years,</b> Bidder should have delivered electronic payment services to at least 20 large organisations, which should include at least ten Government organisations in India.	30	Total number of projects: a) 20-30 projects – 10 points b) 31-50projects – 15 points c) > 50 projects – 20 points  If five projects done with Tamil Nadu State Government - Bonus 10 points (2 points per project).
4	No. of clients the Bidder has been <b>servicing continuously for at least 3 years</b> , and continues to service on the date of publication of this tender.  The nature of service should be for electronic payment services.	30	Total number of clients being serviced for 3 years: a) < 25 clients – 10 points b) 25-50 clients – 15 points c) 51-100 clients – 20 points d) > 100 clients – 30 points

5	Single point of contact in the Bidder's firm for trouble shooting and grievance redressal (CV to be attached)	20	No. of clients of the same size as SS handled in the past 5 years by the nominated project lead: a) < 5 clients – 5 points b) 5-10 clients – 10 points c) 11-25 clients – 20 points
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## H. Process and Methodology of Evaluation

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

1. Financial bid of only those bidders with at least 80 out of 100 marks in technical evaluation (mentioned in Section 4.1.2) will be considered. Firms scoring more or equal to 80% will be considered as the "Qualified firm".
2. Proposals of the Qualified firm(s) will be ranked according to their combined score of Technical Proposal (TP) and Financial Proposal (FP) scores. The weightage given to technical (Tw) and financial (Fw) proposals are as follows: Tw = 60% and Fw = 40%;  
**Combined total score = (TP x Tw) + (FP x Fw).**
3. The selected firm shall have the highest combined total score. The second highest firm shall be kept in reserve and may be invited for negotiation in case the first ranked firm withdraws or fails to comply with requirements, as the case may be.
4. In the event, if the combined total score is tied then the firm securing the highest technical score will be adjudicated as the Best Value Firm for the award of the project.
5. To facilitate evaluation of proposals, the Directorate may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Directorate for this purpose. Any request for clarifications and all clarification(s) in response thereto shall be in writing.
6. If an applicant does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Directorate may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

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## Appendix-I: EMD and Performance Bank Guarantee Format

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

WHEREAS \_\_\_\_\_[Name and address of Consultant] (hereinafter called "the Consultants") has undertaken, in pursuance of your Letter No. dated \_\_\_\_\_to provide consultancy services to the Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Consultants up to a total of \_\_[amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents, which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. (Rupee \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_ unless a claim or a demand or a request for extension in writing is made upon us on or before \_\_\_\_\_all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of a foresaid letter and may be extendable, if required.



Signature and Seal of the Guarantor	In presence of
	1.
Name and Designation: _____	(Name, Signature and Occupation)
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

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## Appendix–IA: Details of EMD

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

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date].

We have paid the EMD through NEFT mentioning purpose/ subject/ comments as Samagra Shiksha-EMD-bidder name.

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

Online/ bank branch (choose the method):

Bank name:

IFSC code:

Bank Account Name:

Bank Account number:

Transaction Reference No.:

Date of transfer:

**Copy of transaction challan from bank/ transaction receipt of online NEFT transfer has been attached: Yes/ No**

If the EMD has to be returned after the procurement process, would the bidder like the EMD to be returned to the bank A/c from which the transfer was made: Yes/ No.

We have read and agree to the terms as mentioned in Clause 11, Instructions to Bidders and Data Sheet regarding EMD.

Yours faithfully,

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

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

Know all men by these presents, \_\_\_\_\_ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize \_\_\_\_\_ (Name of the person) and presently residing at \_\_\_\_\_ (Complete Address) who is presently employed with us and holding the position of \_\_\_\_\_ (Title/Designation), as our true and lawful attorney \_\_\_\_\_ (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing \_\_\_\_\_ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to the State Project Director, Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu, GOVT OF TAMIL NADU, representing us in all matters before the Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu, GOVT OF TAMIL NADU, including negotiations, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu, GOVT OF TAMIL NADU, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Samagra Shiksha Office, Department of School Education, Government of Tamil Nadu. GOVT OF TAMIL NADU.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS GENERAL POWER OF ATTORNEY ON THIS DD/MM/YYYY

This General Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY (for 1 year) if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:

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

Project Name: <>

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

BETWEEN

THE PROJECT DIRECTOR

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

AND

\_\_\_\_\_  
(Name of the Consultant)

Dated:

### Form of Contract

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

### WHEREAS

- (a) The Authority has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. The Instructions to Bidders (As per the Section 1 of RfP)

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- b. The Payment Terms (As per Section 4 of RfP)
  - c. Appendices:

- Appendix-I: EMD and Performance Bank Guarantee Format
- Appendix-IA: Details of EMD
- Appendix-II A: Power of Attorney Format for Authorised Signatory
- Appendix-III: Standard Form of Contract for Consultant
- Appendix-IV: Integrity and Avoidance of Conflict of Interest Pact

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

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

For and on behalf of

Name:

Signature:

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

For and behalf of the Consultant

Name:

(Only authorized representative of Consultant should sign)

Signature:

Name of the Consultant

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## **Appendix-IV: Integrity and Avoidance of Conflict of Interest Pact**

A bidder and/ or selected bidder must at all times abide by the terms and conditions of this "Integrity and Avoidance of Conflict of Interest Pact".

- A. The Authority requires that the bidder/ entities bidding in a consortium/ selected bidder/ Consultant (hereafter called "the relevant parties" which is defined in detail below) provides professional, objective and impartial advice and at all times hold the Authority's and the State Government's interests' paramount, avoid conflicts with other assignments or its own interests and acts with integrity and without any consideration for future work. "The relevant parties" shall not accept or engage in any assignment that may place it/them in a position of not being able to carry out the assignment in the best interests of the Authority and the Project.

### **Definition of "Relevant Parties" and Applicability of this Pact.**

The principles for the determinants of Conflict of Interest and breach of integrity shall apply to the following "relevant parties" and the following work/ decisions/ issues:

- B. Relevant parties:
- (a) every individual functioning under the banner of the bidder and its constituent entities irrespective of whether salaried/ paid by them or working pro bono and
  - (b) every funder/ promoter/partner of the bidder and its constituent entities.
  - (c) In particular, these principles apply to everyone who works at or with the bidder/ and its constituent entities and associates, including staff and managers (regardless of appointment type), short and extended term consultants and all temporary, casual, contractual, special and coterminous appointments such as research assistants and professionals etc., affiliates, associates, officers, employers or consultants who are working with the bidder and its constituent entities either in their individual capacity or from other organizations for the purpose of this RfP, even though they do not belong to (a) or (b) above.  
Provided that for (a), (b), (c) above, legal/ natural persons will be affiliates if either one party effectively controls (has more than 25% shareholding in) the other or both effectively control (have more than 25% shareholding in) each other or who are being effectively controlled by a common third legal person/ natural person (having more than 25% shareholding in both or either).

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Provided further that for (a), (b), (c) above, legal/ Natural persons will be associates if either one party directly or indirectly employs the other or both are being directly or indirectly employed by a common third legal person/ natural person.

C. Work/decisions/issues

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

**Conflict of Interest**

D. Definition of Conflict of Interest

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

- (g) The bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - (bb) subject always to sub-clause (aa) above, where a person does

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- not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (h) a constituent of such Bidder is also a constituent of another Bidder; or
  - (i) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - (j) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - (k) such Bidder has a relationship with another Bidder, directly or through common third parties that puts them in a position to have access to each other's information about or to influence the Application of either or each of the other Bidders; or
  - (l) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and their sub-consultants) and any Associates/ Affiliates. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (m) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Affiliates/Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project, save and except as per provisions of this or the relevant RfP; or the Bidder, its Member or Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such



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concessionaire or its contractors or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

- (n) during the execution of the Terms of Reference/Contract, a situation arises in which interests other than those associated with the duty of providing balanced advice, conducting an objective evaluation of data and other material available or taking related decisions, materially interfere with the fulfilment of the Bidder/ Selected Bidder's duty or may give the appearance of interfering materially with this fulfilment.

Such interest may, *inter alia*, include a personal interest OR an existing/ past professional engagement of any nature/ in any capacity, with direct/ indirect financial/ professional gains; OR employment currently or in future directly or indirectly OR receipt of a full briefing of the merits or procedural aspect of the advice/ decision/ evaluation from an interested party or/ and indulgence in any activity in bad faith in this regard or otherwise, after the execution of the Contract OR publishing of a paper or speech or otherwise advocating publicly a specific position regarding a decision adverse to the interests of the Authority or Government of Tamil Nadu/ India, manifestly beyond the purview of general academic/ professional opinions concerning the issue; OR actions/ advice leading to unfair advantage to any party during the procurement of these services or its related programs and deliverables at any level of government.

Provided that materiality refers to the risk that the identified conflict is of such a magnitude that it is likely to affect the process, findings, conclusions or recommendations of an advice or evaluation/ a decision or a procedure thereof.

### **Integrity Aspects**

- E. For the purposes of this RfP and Project, any of the following practices will be considered as practices which go against the integrity pact.

- (o) corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Project or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions

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- of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LoA) or after the execution of the contract Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LoA or the contract Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (p) fraudulent practice means a misrepresentation or omission or incomplete disclosure of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Authority and includes collusive practices among consultants/bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.
  - (q) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;
  - (r) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (s) restrictive practice means (i) forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or (ii) manipulating a full and fair competition in the Selection Process.

Any of the above practices may be singularly referred to as a "Prohibitive Practice" or collectively referred to as "Prohibited Practices"

**The Policy and its Operation:**

- F. It is the Authority's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execute such contracts. In pursuance of this policy, the Authority:
  - a. will reject the Proposal for award if it determines that the Bidder has engaged in prohibited practices in competing for the contract in question;
  - b. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in prohibited practices in competing for and in executing the contract.

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G. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and the Project execution. Notwithstanding anything to the contrary contained in this RfP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in prohibited practices in the Selection Process and the Project execution. In such an event, the Authority will, without prejudice to its any other rights or remedies, blacklist the relevant party for a time period decided by the competent Authority.

H. Operation of the policy shall be as follows:

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

#### **Competent Authority**

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

#### **Certification**

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

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

IN WITNESS WHEREOF THE ENTITIES NAMED BELOW HAVE EXECUTED AND DELIVERED THIS PACT AND CERTIFICATION AS OF THE DATE GIVEN BELOW.

SIGNED, SEALED AND DELIVERED For and on behalf of:

ENTITY 1's NAME		
Signature		
Name		
Designation		
Address		
In Presence of:		
1.		
2.		

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Place:

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Checked by FC on 060622 11.30 am